

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

**Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person,**

**Plaintiff,**

**Court No:**

*versus*

**Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, Symcare HMG, LLC, an Illinois Limited Liability Company, Maestro Consulting Services, LLC, an Illinois Limited Liability Company, NuCare Services Corp., an Illinois Corporation d/b/a Symphony Post Acute Network, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Moshe Siegal, Moises Alipala, and Custom Home Care, LLC, an Illinois Limited Liability Company,**

**Defendants,**

**INTRODUCTION**

This case is about the despicable scheme devised by a group of employees at Symphony Residences of Lincoln Park to financially exploit, abuse, and rob Grace Watanabe, a 98 year old woman suffering from dementia, of her life's savings. Grace is a former Japanese internment camp prisoner with no living parents, siblings, and no children of her own. To Grace, Symphony Residences of Lincoln Park was intended to be her new home and the employees her new family. Instead, Grace became a target. Around March 30, 2017, a group of employees, consisting of the Activity Director, Assistant Activity Director, Business Manager, Casual Activity Assistant, a hairdresser, a receptionist, and Grace's private nurse, joined together for the sole purpose of taking advantage of a demented woman. These employees added names to Grace's bank accounts, acquired ATM and debit cards, used Grace's Zelle account to transfer themselves money, and got ahold of Grace's checkbook. In a matter of only 18 months, these employees, with the assistance of the Regional Director of Operations, Executive Director, and the Regional Nursing Consultant in an abhorrent cover-up, were able to walk away with over \$700,000.00 of Grace's hard-earned money. This action seeks monetary damages from the Defendants to compensate Grace for the egregious and cruel "care" she was provided and for the disgusting intentional, fraudulent, and unlawful actions that took place during her residency at Symphony Residences of Lincoln Park.

## COMPLAINT AT LAW

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendants, Symphony Ivy LLC d/b/a Symphony Residences of Lincoln Park, Symcare HMG, LLC, Maestro Consulting Services, LLC, NuCare Services Corp. d/b/a Symphony Post Acute Network, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Moshe Siegal, Moises Alipala, and Custom Home Care, LLC. In support of, Plaintiff states:

### FACTUAL ALLEGATIONS

#### **A. Parties**

1. At all times relevant to this Complaint, Grace Watanabe (“Grace”) was diagnosed with dementia.
2. At all times relevant to this Complaint, Grace was incapable of managing her person or property.
3. At all times relevant to this Complaint, Grace could not comprehend her rights.
4. At all times relevant to this Complaint, Grace could not understand the nature of the act giving rise to her cause of action.
5. On or about September 6, 2018, Grace was adjudged a disabled person.
6. The Plaintiff, Charles Golbert, the Cook County Public Guardian, is the Plenary Guardian of the Person and Estate of Grace Watanabe, a Disabled Person (*See* Sept. 6, 2018 Order attached as **Exhibit 1**).
7. Grace was born on August 15, 1921.
8. At all times relevant to this Complaint, Grace was a person who required

assistance with activities of daily living, including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances.

9. Grace was a resident of a supportive living facility commonly known as Symphony Residences of Lincoln Park from approximately April 2, 2009, through September 6, 2018.

10. Symphony Residences of Lincoln Park is located 2437 North Southport Avenue, in Chicago, Illinois.

11. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, owned the supportive living facility commonly known as Symphony Residences of Lincoln Park.

12. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, operated the supportive living facility known as Symphony Residences of Lincoln Park.

13. At all times relevant to this Complaint, the Defendant Symphony Ivy, LLC, managed the supportive living facility known as Symphony Residences of Lincoln Park.

14. At all times relevant to this Complaint, the Defendant Symphony Ivy, LLC, controlled the supportive living facility known as Symphony Residences of Lincoln Park.

15. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, was the licensee of the supportive living facility commonly known as Symphony Residences of Lincoln Park.

16. At all times relevant to this Complaint, there was in full force and effect, a statute known as the Supportive Living Program, as amended (“SLP Act”), 305 ILCS 5/5-501a *et seq.*

17. At all times relevant the Defendant, Symphony Ivy, LLC d/b/a Symphony Residences of Lincoln Park, was a “Supportive Living Facility” as defined by 305 ILCS 5/5-501a and 89 Ill. Admin. Code, Ch. I §146.205 and was subject to the requirements of the Act and

the regulations of the Illinois Department of Public Health promulgated pursuant to the Act.

18. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, was obligated to follow all regulations applicable to supportive living facilities under the SLF Act.

19. At all times relevant to this Complaint, Symphony Residences of Lincoln Park, was obligated to follow all regulations applicable to assisted living facilities under the SLP Act.

20. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, owned the supportive living facility commonly known as Symphony Residences of Lincoln Park.

21. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, operated the supportive living facility known as Symphony Residences of Lincoln Park.

22. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, managed the supportive living facility known as Symphony Residences of Lincoln Park.

23. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, controlled the supportive living facility known as Symphony Residences of Lincoln Park.

24. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, was the licensee of the supportive living facility commonly known as Symphony Residences of Lincoln Park.

25. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, as the management company, owner, and/or operator of Symphony Residences of Lincoln Park, exercised significant control over the necessary components of the day-to-day operations of Symphony Residences of Lincoln Park business, including, but not limited to, budgetary decisions, hiring and firing, staffing of the facility, training of the staff, the contracting for services with consultants, including nurses, the management of the finances of the facility, the development and revision of policies and procedures, the monitoring of the quality of care

provided by nurses and physicians to residents at the facility, and the provision of financial resources for nursing and medical supplies.

26. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, owned the supportive living facility commonly known as Symphony Residences of Lincoln Park.

27. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, operated the supportive living facility known as Symphony Residences of Lincoln Park.

28. At all times relevant to this Complaint, the Defendant Maestro Consulting Services, LLC, managed the supportive living facility known as Symphony Residences of Lincoln Park.

29. At all times relevant to this Complaint, the Defendant Maestro Consulting Services, LLC, controlled the supportive living facility known as Symphony Residences of Lincoln Park.

30. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, was the licensee of the supportive living facility commonly known as Symphony Residences of Lincoln Park.

31. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, as the management company, owner, and/or operator of Symphony Residences of Lincoln Park, exercised significant control over the necessary components of the day-to-day operations of Symphony Residences of Lincoln Park business, including, but not limited to, budgetary decisions, hiring and firing, staffing of the facility, training of the staff, the contracting for services with consultants, including nurses, the management of the finances of the facility,

the development and revision of policies and procedures, the monitoring of the quality of care provided by nurses and physicians to residents at the facility, and the provision of financial resources for nursing and medical supplies.

32. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., owned the supportive living facility commonly known as Symphony Residences of Lincoln Park.

33. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., operated the supportive living facility known as Symphony Residences of Lincoln Park.

34. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., managed the supportive living facility known as Symphony Residences of Lincoln Park.

35. At all times relevant to this Complaint, the Defendant NuCare Services Corp., controlled the supportive living facility known as Symphony Residences of Lincoln Park.

36. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., was the licensee of the supportive living facility commonly known as Symphony Residences of Lincoln Park.

37. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., as the management company, owner, and/or operator of Symphony Residences of Lincoln Park, exercised significant control over the necessary components of the day-to-day operations of Symphony Residences of Lincoln Park business, including, but not limited to, budgetary decisions, hiring and firing, staffing of the facility, training of the staff, the contracting for services with consultants, including nurses, the management of the finances of the facility, the development and revision of policies and procedures, the monitoring of the quality of care provided by nurses and physicians to residents at the facility, and the provision of financial resources for nursing and medical supplies.

38. At all times relevant to this Complaint, the Defendant, Erika Cruz, was employed as the Executive Director of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

39. At all times relevant to this Complaint, the Defendant, Erika Cruz, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

40. At all times relevant to this Complaint, the Defendant, Erika Cruz, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

41. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, was employed as the Business Manager of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

42. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

43. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

44. Tameeka Wolfe is the mother of Bianca Jurious and of the Defendant, Sharessa Brookins.

45. At all times relevant to this Complaint, the Defendant, Christina Wright, was employed as the Activity Director of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

46. At all times relevant to this Complaint, the Defendant, Christina Wright, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

47. At all times relevant to this Complaint, the Defendant, Christina Wright, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

48. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, was employed as the Casual Activity Assistant of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

49. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

50. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

51. At all times relevant to this Complaint, the Defendant, Christina Posada, was employed as the Assistant Activity Director of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

52. Sharessa Brookins is the daughter of the Defendant, Tameeka Wolfe.

53. At all times relevant to this Complaint, the Defendant, Christina Posada, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

54. At all times relevant to this Complaint, the Defendant, Christina Posada, was



acting within the scope of her employment, agency, servitude, and/or authorized representation.

55. At all times relevant to this Complaint, the Defendant, Lisa Lash, was employed as the receptionist of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

56. At all times relevant to this Complaint, the Defendant, Lisa Lash, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

57. At all times relevant to this Complaint, the Defendant, Lisa Lash, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

58. At all times relevant to this Complaint, Kathleen Napolitano, was employed as the hair stylist of the supportive living facility commonly known as Symphony Residences of Lincoln Park, located at 2437 North Southport Avenue, in Chicago, Illinois.

59. At all times relevant to this Complaint, Kathleen Napolitano, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symphony Residences of Lincoln Park.

60. At all times relevant to this Complaint, Kathleen Napolitano, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

61. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was employed as the Regional Director of Operations of Symcare HMG, LLC.

62. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was employed as the Regional Director of Operations of Maestro Consulting Services, LLC.

63. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was employed as the Regional Director of Operations of NuCare Services Corp.

64. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symcare HMG, LLC.

65. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Maestro Consulting Services, LLC.

66. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was an actual, implied and/or apparent agent, servant, and/or authorized representative of NuCare Services Corp..

67. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was acting within the scope of his employment, agency, servitude, and/or authorized representation for Symcare HMG, LLC.

68. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was acting within the scope of his employment, agency, servitude, and/or authorized representation for Maestro Consulting Services, LLC.

69. At all times relevant to this Complaint, the Defendant, Moshe Siegal, was acting within the scope of his employment, agency, servitude, and/or authorized representation for NuCare Services Corp.

70. At all times relevant to this Complaint, the Defendant, Moises Alipala, was employed as the Regional Director of Operations of Symcare HMG, LLC.

71. At all times relevant to this Complaint, the Defendant, Moises Alipala, was employed as the Regional Director of Operations of Maestro Consulting Services, LLC.

72. At all times relevant to this Complaint, the Defendant, Moises Alipala, was

employed as the Regional Director of Operations of NuCare Services Corp..

73. At all times relevant to this Complaint, the Defendant, Moises Alipala, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Symcare HMG, LLC.

74. At all times relevant to this Complaint, the Defendant, Moises Alipala, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Maestro Consulting Services, LLC.

75. At all times relevant to this Complaint, the Defendant, Moises Alipala, was an actual, implied and/or apparent agent, servant, and/or authorized representative of NuCare Services Corp.

76. At all times relevant to this Complaint, the Defendant, Moises Alipala, was acting within the scope of his employment, agency, servitude, and/or authorized representation for Symcare HMG, LLC.

77. At all times relevant to this Complaint, the Defendant, Moises Alipala, was acting within the scope of his employment, agency, servitude, and/or authorized representation for Maestro Consulting Services, LLC.

78. At all times relevant to this Complaint, the Defendant, Moises Alipala, was acting within the scope of his employment, agency, servitude, and/or authorized representation for NuCare Services Corp.

79. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC, was an Illinois Limited Liability Company licensed to do and doing continuous business in Cook County, Illinois.

80. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC,

provided in-home nursing care and services to patients, including Grace.

81. The Defendant, Custom Home Care, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Patricia Phillips, provided in-home nursing care and services to Grace through September 6, 2018.

82. At all times relevant to this Complaint, Patricia Phillips, was licensed as a Registered Nurse in the State of Illinois.

83. At all times relevant to this Complaint, Patricia Phillips, RN, was employed by Custom Home Care, LLC as a Registered Nurse.

84. At all times relevant to this Complaint, Patricia Phillips, RN, provided in-home nursing care and services to Grace.

85. At all times relevant to this Complaint, Patricia Phillips, RN, was an actual, implied and/or apparent agent, servant, and/or authorized representative of Custom Home Care, LLC.

86. At all times relevant to this Complaint, Patricia Phillips, RN, was acting within the scope of her employment, agency, servitude, and/or authorized representation.

87. At all times relevant to this Complaint, Grace, a disabled person, was at risk for being a victim of financial exploitation and/or abuse, and fraud.

88. At all times relevant to this Complaint, the Defendants, including, but not limited to, Symphony Ivy, LLC, Symcare HMG, LLC, Maestro Consulting Services, LLC, NuCare Services Corp., Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Moshe Siegal, Moises Alipala, and Custom Home Care, LLC, knew or should have known Grace was at risk for being a victim of financial exploitation and/or abuse, and fraud.

89. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, had a policy prohibiting staff members from accepting monetary gifts from residents.

90. At all times relevant to this Complaint, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, knew or should have known of the Defendant, Symphony Ivy, LLC's, policy prohibiting them from accepting monetary gifts from residents.

91. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, had a policy requiring staff members to report any and all instances of residents being financially exploited and/or abused.

92. At all times relevant to this Complaint, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, knew or should have known of the Defendant, Symphony Ivy, LLC's, policy requiring them to report any and all instances of residents being financially exploited and/or abused.

**B. The Defendants Were All in a Position of Trust, Confidence, Power, and Authority Over Grace**

93. 720 ILCS 5/17-56(c), provides as follows:

A person stands in a position of trust and confidence with an elderly person or a person with a disability when he (i) is a parent, spouse, adult child or other relative by blood or marriage of the elderly person or person with a disability, (ii) is a joint tenant or tenant in common with the elderly person or person with a disability, (iii) has a legal or fiduciary relationship with the elderly person or person with a disability, (iv) is a financial planning or investment professional, or (v) is a paid or unpaid caregiver for the elderly person or person with a disability.

94. Illinois Probate Act, 755 ILCS 5/4a-5(1), provides as follows:

A caregiver means any person who voluntarily, or in exchange for compensation, has assumed responsibility for all or a portion of the care of another person who needs assistance with activities of daily living.

95. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, through its actual, implied, and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

96. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

97. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, through its actual, implied, and/or apparent agents, servants, and employees, including, but not limited, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

98. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

99. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, through its actual, implied, and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright,

Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

100. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

101. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., through its actual, implied, and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

102. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

103. At all times relevant to this Complaint, the Defendant, Erika Cruz, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

104. At all times relevant to this Complaint, the Defendant, Erika Cruz, held a position

of trust, confidence, power, and authority over Grace as one of her caregivers..

105. At all times relevant to this Complaint, the Defendant, Erika Cruz, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

106. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

107. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, held a position of trust, confidence, power, and authority over Grace as one of her caregivers.

108. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

109. At all times relevant to this Complaint, the Defendant, Christina Wright, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

110. At all times relevant to this Complaint, the Defendant, Christina Wright, held a position of trust, confidence, power, and authority over Grace as one of her caregivers.

111. At all times relevant to this Complaint, the Defendant, Christina Wright, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

112. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, was



required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

113. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, held a position of trust, confidence, power, and authority over Grace as one of her caregivers.

114. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

115. At all times relevant to this Complaint, the Defendant, Christina Posada, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

116. At all times relevant to this Complaint, the Defendant, Christina Posada, held a position of trust, confidence, power, and authority over Grace as one of her caregivers.

117. At all times relevant to this Complaint, the Defendant, Christina Posada, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

118. At all times relevant to this Complaint, the Defendant, Lisa Lash, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

119. At all times relevant to this Complaint, the Defendant, Lisa Lash, held a position of trust, confidence, power, and authority over Grace as one of her caregivers.

120. At all times relevant to this Complaint, the Defendant, Lisa Lash, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

121. At all times relevant to this Complaint, Kathleen Napolitano, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

122. At all times relevant to this Complaint, Kathleen Napolitano, held a position of trust, confidence, power, and authority over Grace as one of her caregivers.

123. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC., through its actual, implied, and/or apparent agents, servants, and employees, including, but not limited to, Patricia Phillips, RN, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, grooming, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

124. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC, owed fiduciary duties, including, but not limited to, duties of loyalty, care, honesty, good faith, and trust, to Grace.

125. At all times relevant to this Complaint, Patricia Phillips, RN, was required to provide Grace with supervision and assistance with activities of daily living, including, but not limited to, shopping, managing medication, and managing finances, to ensure Grace received proper care and treatment to prevent abuse and/or exploitation.

126. At all times relevant to this Complaint, Patricia Phillips, RN, held a position of

trust, confidence, power, and authority over Grace as one of her caregivers.

**C. Grace's Finances**

127. At all times relevant to this Complaint, Grace was incapable of managing her person or property.

128. At all times relevant to this Complaint, Grace was unable to comprehend the extent and size of her estate.

129. At all times relevant to this Complaint, Grace was unaware of how much money she had in her accounts and/or investment portfolio.

130. On and before March 30, 2017, Grace was the sole accountholder of the Bank of America account ending in 4169.

131. On and before March 30, 2017, Grace was the sole accountholder of the Bank of America account ending in 7908.

132. On and before March 30, 2017, Grace was the sole accountholder of the Bank of America account ending in 9331.

133. On and before March 30, 2017, Grace was the sole accountholder of the JPMorgan Chase Bank account ending in 1755.

134. On and before March 30, 2017, Grace was the sole accountholder of the Merrill Lynch account ending in 0338.

135. On and before March 30, 2017, Grace was the sole accountholder of the TCF National Bank account ending in 3291.

136. On and before March 30, 2017, Grace was the sole accountholder of the TCF National Bank account ending in 0296.

137. On and before March 30, 2017, Grace was the sole accountholder of the TCF

National Bank account ending in 3543.

138. On or about July 10, 2018, Grace was the sole accountholder of the JPMorgan Chase Bank account ending in 3516.

**D. The Defendants' Disgusting Plot to Take Everything from Grace**

139. On, before, and after March 30, 2017, the Defendant, Tameeka Wolfe, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

140. On, before, and after March 30, 2017, the Defendant, Christina Wright, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

141. On, before, and after March 30, 2017, the Defendant, Sharessa Brookins, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

142. On, before, and after March 30, 2017, the Defendant, Christina Posada, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

143. On, before, and after March 30, 2017, the Defendant, Lisa Lash, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill

Lynch.

144. On, before, and after March 30, 2017, Kathleen Napolitano, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

145. On, before, and after March 30, 2017, Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

146. On, before, and after March 30, 2017, the Defendant, Tameeka Wolfe, knew Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud.

147. On, before, and after March 30, 2017, the Defendant, Tameeka Wolfe, facilitated, encouraged, and/or assisted Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, access, utilize, convert and/or misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

148. On, before, and after March 30, 2017, the Defendant, Christian Wright, knew Tameeka Wolfe, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or

fraud.

149. On, before, and after March 30, 2017, the Defendant, Christina Wright, facilitated, encouraged, and/or assisted, Tameeka Wolfe, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, access, utilize, convert and/or misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

150. On, before, and after March 30, 2017, the Defendant, Sharessa Brookins, knew Tameeka Wolfe, Christina Wright, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud.

151. On, before, and after March 30, 2017, the Defendant, Sharessa Brookins, facilitated, encouraged, and/or assisted, Tameeka Wolfe, Christina Wright, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, access, utilize, convert and/or misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

152. On, before, and after March 30, 2017, the Defendant, Christina Posada, knew, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud.

153. On, before, and after March 30, 2017, the Defendant, Christina Posada, facilitated, encouraged, and/or assisted, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, access, utilize, convert and/or misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

154. On, before, and after March 30, 2017, the Defendant, Lisa Lash, knew, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud.

155. On, before, and after March 30, 2017, the Defendant, Lisa Lash, facilitated, encouraged, and/or assisted, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Kathleen Napolitano, and Patricia Phillips, RN, access, utilize, convert and/or misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

156. On, before, and after March 30, 2017, Kathleen Napolitano, knew the Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud.

157. On, before, and after March 30, 2017, Kathleen Napolitano, facilitated, encouraged, and/or assisted the Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Patricia Phillips, RN, access, utilize, convert and/or

misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

158. On, before, and after March 30, 2017, Patricia Phillips, RN, knew the Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud.

159. On, before, and after March 30, 2017, Patricia Phillips, RN, facilitated, encouraged, and/or assisted the Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, access, utilize, convert and/or misappropriate Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch.

160. Upon information and belief, by June 18, 2018, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted and/or misappropriated \$715,000.00 from Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank.

**E. Tameeka Wolfe Treated Grace's Finances as her own and Took as Much as she Could**

161. On, and after, March 30, 2017, the Defendant, Tameeka Wolfe, knowingly obtained control over Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank.

162. On, and after, March 30, 2017, the Defendant, Tameeka Wolfe, knowingly obtained control over Grace's finances through means of intimidation.



163. Alternatively, on, and after, March 30, 2017, the Defendant, Tameeka Wolfe, knowingly obtained control over Grace's including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank, through the use of deception when she misrepresented or concealed how and when she was withdrawing and/or transferring funds from Grace's accounts, when she was issuing checks, to whom she was issuing checks to, the purpose for issuing checks, and how she was utilizing any ATM and/or debit card for her own purpose.

164. Alternatively, on and after, March 30, 2017, the Defendant, Tameeka Wolfe, illegally used Grace's assets in one or more of the following ways:

- a. Used the funds in Grace's accounts for her own personal gain when she was entrusted to use the funds in the accounts exclusively for Grace's benefit;
- b. Issued checks to herself and other individuals without Grace's permission;
- c. Misrepresented the purpose and amount of any checks she issued;
- d. Added herself to Grace's accounts without Grace's permission;
- e. Misrepresented the purpose in which she should be added to Grace's accounts;
- f. Made unauthorized transactions using debit cards connected to Grace's accounts;
- g. Made unauthorized withdrawals from ATMs;
- h. Misrepresented the amount of any withdrawal she was making and the purpose for said withdrawal;
- i. Made unauthorized online banking application transactions to herself; and
- j. Misrepresented the amount and frequency of the online banking application transfers to Grace.

165. On or about March 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Tameeka Wolfe in the amount of \$50,000.00

166. On or about March 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Bianca Jurious, Tameeka Wolfe's daughter, in the amount of \$6,500.00.

167. On or after April 6, 2017, Tameeka Wolfe was added as a joint-account holder on

Grace's TCF National Bank account ending in 3543.

168. On and after April 6, 2017, Tameeka Wolfe acquired an ATM and/or debit card for Grace's TCF National Bank account ending in 3543 and accessed, utilized, converted and/or misappropriated the funds from the account for her personal use.

169. On or about April 19, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Tameeka Wolfe in the amount of \$25,000.00.

170. On or about August 4, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Tameeka Wolfe in the amount of \$40,000.00.

171. On or about January 26, 2018, a Zelle payment in the amount of \$900.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

172. On or about February 5, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

173. On or about February 12, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

174. On or about February 12, 2018, a second Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

175. On or about February 14, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

176. On or about February 16, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

177. On or about March 19, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

178. On or about April 2, 2018, a Zelle payment in the amount of \$1,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

179. On or about April 6, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

180. On or about April 16, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

181. On or about April 30, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

182. On or about June 4, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

183. On or about June 15, 2018, a Zelle payment in the amount of \$2,000.00 was made to Tameeka Wolfe from Grace's JPMorgan Chase Bank account ending in 1755.

184. Upon information and belief, by June 15, 2018, Tameeka Wolfe, accessed, utilized, converted and/or misappropriated \$121,500.00 from Grace's JPMorgan Chase Bank account ending in 1755.

185. Upon information and belief, by June 15, 2018, Tameeka Wolfe, accessed, utilized, converted and/or misappropriated \$23,900.00 from Grace's JPMorgan Chase Bank account ending in 1755 using the online banking application "Zelle".

186. Upon information and belief, by June 15, 2018, Tameeka Wolfe and/or Sharessa Brookins, accessed, utilized, converted and/or misappropriated a total of \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543.

**F. Christina Wright Takes Over \$160,000.00 Worth in Checks and Misappropriates Over \$300,000.00 Dollars For Personal Use Within a Year**

187. On, and after, March 30, 2017, the Defendant, Christina Wright, knowingly

obtained control over Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank.

188. On, and after, March 30, 2017, the Defendant, Christina Wright, knowingly obtained control over Grace's finances through means of intimidation.

189. Alternatively, on, and after, March 30, 2017, the Defendant, Christina Wright, knowingly obtained control over Grace's including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank, through the use of deception when she misrepresented or concealed how and when she was withdrawing and/or transferring funds from Grace's accounts, when she was issuing checks, to whom she was issuing checks to, the purpose for issuing checks, and how she was utilizing any ATM and/or debit card for her own purpose.

190. Alternatively, on and after, March 30, 2017, the Defendant, Christina Wright, illegally used Grace's assets in one or more of the following ways:

- a. Used the funds in Grace's accounts for her own personal gain when she was entrusted to use the funds in the accounts exclusively for Grace's benefit;
- b. Issued checks to herself and other individuals without Grace's permission;
- c. Misrepresented the purpose and amount of any checks she issued;
- d. Added herself to Grace's accounts without Grace's permission;
- e. Misrepresented the purpose in which she should be added to Grace's accounts;
- f. Made unauthorized transactions using debit cards connected to Grace's accounts;
- g. Made unauthorized withdrawals from ATMs; and
- h. Misrepresented the amount of any withdrawal she was making and the purpose for said withdrawal.

191. On or about March 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Christina Wright in the amount of \$15,000.00.

192. On or about April 3, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Christina Wright in the amount of \$5,000.00.

193. On or about April 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Christina Wright in the amount of \$5,000.00.

194. On or about May 16, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Christina Wright in the amount of \$40,000.00.

195. On or about August 7, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Christina Wright in the amount of \$50,000.00.

196. On or about March 14, 2018, a check from Grace's TCF National Bank account ending in 3291 was issued to Christina Wright in the amount of \$45,347.07.

197. Upon information and belief, by March 14, 2018, Christina Wright, accessed, utilized, converted and/or misappropriated \$115,000.00 from Grace's JPMorgan Chase Bank account ending in 1755.

198. Upon information and belief, by March 14, 2018, Christina Wright, accessed, utilized, converted and/or misappropriated \$45,347.07 from Grace's TCF National Bank account ending in 3291.

199. Upon information and belief, by March 14, 2018, Christina Wright, accessed, utilized, converted and/or misappropriated \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331.

#### **G. Sharessa Brookins Takes After Her Mother and Took Away From Grace**

200. On, and after, March 30, 2017, the Defendant, Sharessa Brookins, knowingly obtained control over Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank.

201. On, and after, March 30, 2017, the Defendant, Sharessa Brookins, knowingly obtained control over Grace's finances through means of intimidation.

202. Alternatively, on, and after, March 30, 2017, the Defendant, Sharessa Brookins, knowingly obtained control over Grace's including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank, through the use of deception when she misrepresented or concealed how and when she was withdrawing and transferring funds, when she was issuing checks, to whom she was issuing checks to, the purpose for issuing checks, and how she was utilizing any ATM and/or debit card for her own purpose.

203. Alternatively, on and after, March 30, 2017, the Defendant, Sharessa Brookins, illegally used Grace's assets in one or more of the following ways:

- a. Used the funds in Grace's accounts for her own personal gain when she was entrusted to use the funds in the accounts exclusively for Grace's benefit;
- b. Issued checks to herself and other individuals without Grace's permission;
- c. Misrepresented the purpose and amount of any checks she issued;
- d. Added herself to Grace's accounts without Grace's permission;
- e. Misrepresented the purpose in which she should be added to Grace's accounts;
- f. Made unauthorized transactions using debit cards connected to Grace's accounts;
- g. Made unauthorized withdrawals from ATMs; and
- h. Misrepresented the amount of any withdrawal she was making and the purpose for said withdrawal.

204. On or about March 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Sharessa Brookins in the amount of \$15,000.00.

205. On or about June 6, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Sharessa Brookins in the amount of \$30,000.00.

206. Upon information and belief, by June 6, 2017, Sharessa Brookins utilized, accessed, and/or misappropriated \$45,000.00 from Grace's JPMorgan Chase Bank account ending in 1755.

207. Upon information and belief, by June 15, 2018, Sharessa Brookins and/or Tameeka Wolfe, accessed, utilized, converted and/or misappropriated a total of \$197,434.82

from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543.

#### **H. Christina Posada Assists in the Exploitation**

208. On, and after, March 30, 2017, the Defendant, Christina Posada, knowingly obtained control over Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank.

209. On, and after, March 30, 2017, the Defendant, Christina Posada, knowingly obtained control over Grace's finances through means of intimidation.

210. Alternatively, on, and after, March 30, 2017, the Defendant, Christina Posada, knowingly obtained control over Grace's including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank, through the use of deception when she misrepresented or concealed how and when she was withdrawing and transferring funds, when she was issuing checks, to whom she was issuing checks to, the purpose for issuing checks, and how she was utilizing any ATM and/or debit card for her own purpose.

211. Alternatively, on and after, March 30, 2017, the Defendant, Christina Posada, illegally used Grace's assets in one or more of the following ways:

- a. Used the funds in Grace's accounts for her own personal gain when she was entrusted to use the funds in the accounts exclusively for Grace's benefit;
- b. Issued checks to herself and other individuals without Grace's permission;
- c. Misrepresented the purpose and amount of any checks she issued;
- d. Added herself to Grace's accounts without Grace's permission;
- e. Misrepresented the purpose in which she should be added to Grace's accounts;
- f. Made unauthorized transactions using debit cards connected to Grace's accounts;
- g. Made unauthorized withdrawals from ATMs; and
- h. Misrepresented the amount of any withdrawal she was making and the purpose for said withdrawal.

212. On or about March 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Christina Posada in the amount of \$15,000.00.

213. On or about September 1, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issue to Christina Posada in the amount of \$10,000.00.

214. Upon information and belief, by September 1, 2017, Christina Posada, accessed, utilized, converted and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account ending in 1755.

**I. Even the Receptionist, Lisa Lash, is in on the Heist**

215. On, and after, March 30, 2017, the Defendant, Lisa Lash, knowingly obtained control over Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank.

216. On, and after, March 30, 2017, the Defendant, Lisa Lash, knowingly obtained control over Grace's finances through means of intimidation.

217. Alternatively, on, and after, March 30, 2017, the Defendant, Lisa Lash, knowingly obtained control over Grace's including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase Bank, and TCF National Bank, through the use of deception when she misrepresented or concealed how and when she was withdrawing and transferring funds, when she was issuing checks, to whom she was issuing checks to, the purpose for issuing checks, and how she was utilizing any ATM and/or debit card for her own purpose.

218. Alternatively, on and after, March 30, 2017, the Defendant, Lisa Lash, illegally used Grace's assets in one or more of the following ways:

- a. Used the funds in Grace's accounts for her own personal gain when she was entrusted to use the funds in the accounts exclusively for Grace's benefit;
- b. Issued checks to herself and other individuals without Grace's permission;
- c. Misrepresented the purpose and amount of any checks she issued;
- d. Added herself to Grace's accounts without Grace's permission;
- e. Misrepresented the purpose in which she should be added to Grace's accounts;
- f. Made unauthorized transactions using debit cards connected to Grace's



- accounts;
- g. Made unauthorized withdrawals from ATMs; and
- h. Misrepresented the amount of any withdrawal she was making and the purpose for said withdrawal.

219. On or about March 30, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Lisa Lash in the amount of \$15,000.00.

220. On or about August 7, 2017, a check from Grace's JPMorgan Chase Bank account ending in 1755 was issued to Lisa Lash in the amount of \$50,000.00.

221. Upon information and belief, by August 7, 2017, Lisa Lash, accessed, utilized, converted and/or misappropriated \$65,000.00 from Grace's JPMorgan Chase Bank account ending in 1755.

**J. The Executive Director of Symphony Residences of Lincoln Park, Erika Cruz Samniengo, is There to Cover Up her Employees' Actions**

222. On and after March 30, 2017, the Defendant, Erika Cruz, knew or should have known that various employees were accessing, utilizing, and/or misappropriating Grace's finances.

223. On, before, and after March 30, 2017, the Defendant, Erika Cruz, knew or should have known, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN. accessed, utilized, converted and/or misappropriated Grace's finances, including, but not limited to, Grace's accounts with Bank of America, JPMorgan Chase, TCF National Bank, and Merrill Lynch, and did not report the financial exploitation and/or abuse, or fraud until she discovered a complaint was filed with the Illinois Department of Aging

224. On or after March 30, 2017, the Defendant, Erika Cruz, informed the Defendants, Moshe Siegal, and Moises Alipala, that various employees, including, but not limited to,

Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, accessed, utilized, and/or misappropriated Grace's finances.

225. On or about April 17, 2018, the Defendant, Erika Cruz, was informed by Shawn Hintershied, the Director of Custom Home Care, LLC, that Grace was the victim of financial exploitation at the hands of Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN.

226. On or about April 17, 2018, the Defendant, Erika Cruz, informed, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and/or Kathleen Napolitano, individuals not associated with Symphony Residences of Lincoln Park knew of their actions..

227. On or about May 25, 2018, the Defendant, Erika Cruz, was informed by the Illinois Department of Aging that a complaint was made against Christina Wright for financially exploiting Grace.

228. On or after May 25, 2018, the Defendant, Erika Cruz, informed Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and/or Kathleen Napolitano that complaints of financial exploitation have been filed with the Illinois Department of Aging.

229. On or about June 1, 2018, the Defendant, Christina Wright, was terminated by the Defendant, Symphony Ivy, LLC, for reasons allegedly unrelated to her utilizing, accessing, and/or misappropriating Grace's finances.

230. Upon information and belief, before June 21, 2018, the Defendants, Erika Cruz, discussed Grace's financial exploitation with the Defendants, Moshe Siegal, and Moises Alipala, and decided not to inform law enforcement.

231. On or about June 21, 2018, the Defendant, Erika Cruz, informed the Defendants,

Moshe Siegal, and Moises Alipala, that she was instructed by the Department of Human and Family Services to file a police report.

232. On or about June 21, 2018, the Defendant, Erika Cruz, finally informed law enforcement that Grace may be a victim of financial exploitation by several employees, including, but not limited to, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano.

233. On or about June 22, 2018, detectives from the Chicago Police Department went to the Defendant, Symphony Ivy, LLC, to gather more information from the Defendant, Erika Cruz.

234. On or about June 22, 2018, the Defendant, Erika Cruz, informed, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and/or Kathleen Napolitano, that the Chicago Police Department was beginning an investigation into Grace's financial exploitation.

235. On or about June 27, 2018, the Defendant, Erika Cruz, allowed the Defendant, Tameeka Wolfe, to voluntarily resign from her position.

236. On or about June 29, 2018, the Defendant, Erika Cruz, allowed the Defendant, Christina Posada, to voluntarily resign from her position.

237. On or about July 6, 2018, the Defendant, Erika Cruz, was shown bank records by the Illinois Department of Aging indicating that the Defendant, Tameeka Wolfe, made several Zelle payments to herself from Grace's accounts.

238. On or about July 10, 2018, the Defendant, Erika Cruz, took Grace to Bank of America, JPMorgan Chase Bank, and TCF National Bank, and closed her accounts.

239. On or about August 15, 2018, the Defendant, Erika Cruz, was informed by the

Illinois Department of Aging that the Defendant, Lisa Lash, was accepting money from Grace's accounts.

240. On or about August 15, 2018, the Defendant, Erika Cruz, was informed by the Illinois Department of Aging that the Defendant, Christina Posada, accepted money from Grace's accounts.

241. On or about September 6, 2018, when the Office of the Public Guardian entered the facility to remove Grace, the Defendant, Erika Cruz, forced Grace into her office and locked the door to prevent the Office of the Public Guardian from being able to remove Grace from the facility.

**K. Symcare HMG, LLC, Maestro Consulting Services, LLC and NuCare Services Corp. Fostered, Encouraged, and Allowed this Gross Behavior to Take Place in the Facility They Owned, Operated, and/or Managed**

242. On, before, and after March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and/or NuCare Services Corp., provided the Defendant, Symphony Ivy, LLC, with a nursing consultant, the Defendant, Moises Alipala, to assist the Defendant, Symphony Ivy, LLC, in its day-to-day business.

243. On, before, and after March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp., provided the Defendant, Symphony Ivy, LLC, a Regional Director of Operations, the Defendant, Moshe Siegal, whom would be responsible for the operational oversight of the facility.

244. On, before, and after, March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and/or NuCare Services Corp., provided in-service training to the Defendant, Symphony Ivy, LLC's, staff, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and

Kathleen Napolitano.

245. On or before March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services LLC, and/or NuCare Services Corp., provided the Defendant, Symphony Ivy, LLC's, staff including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, with in-service training on financial abuse and/or exploitation, and the prohibition on accepting monetary gifts.

246. On, before, and after, March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp., knew or should have known the staff would be dealing with resident's finances, like Grace's, and had the capability of financially exploiting and/or abusing the residents.

247. On and before March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp. knew or should have known staff members including, but not limited to Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, directly handled checks and/or were involved in financial transactions with the residents,

248. On and before March 30, 2017, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp., did not take any steps to ensure that safeguards were in place to prevent the Defendant, Symphony Ivy, LLC's, staff, including but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, from accessing, utilizing, and/or misappropriating resident funds, like Grace's.

249. On, before, and after April 17, 2018, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp., by and through its actual

express, implied and/or apparent agents, servants, and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, empowered the Defendant, Erika Cruz, to intentionally fail to file a police report regarding Grace's financial exploitation in an attempt prevent any information regarding the financial exploitation from leaking outside the facility and to cover up the actions of the staff, including, but not limited to, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano.

250. On, before, and after April 17, 2018, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp., by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, empowered the Defendant, Erika Cruz, to accept the voluntary resignations of the Defendants in an attempt to keep the information regarding Grace's financial exploitation from leaking outside the facility.

### **COUNT I**

#### **Charles Golbert v. Symphony Ivy, LLC**

(Common Law Negligent Retention, and Supervision of an Employee)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count I.

251. At all times relevant to this Complaint, employers, like the Defendant, Symphony Ivy, LLC, had a duty to act reasonably in hiring, supervising, and retaining its employees.

252. At all times relevant to this Complaint, a master, like the Defendant, Symphony

Ivy, LLC, has the duty to supervise its servants.

253. The initiation and existence of an employment relationship imposes a duty upon an employer, like the Defendant, Symphony Ivy, LLC, to exercise reasonable care in employing only competent individuals.

254. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, had a duty to retain employees who are fit and competent, to supervise their employees, and to implement measures to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

255. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, had a duty to train its employees to conduct themselves in a safe manner and in accordance with all applicable laws, regulations, and facility policies in order to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

256. At all times relevant to this Complaint, it was foreseeable that a resident of a supportive living facility could be harmed by an employer, like the Defendant, Symphony Ivy, LLC's, failure to act reasonably in hiring, supervising, and retaining staff members who do not act appropriately when providing care or otherwise interacting with residents suffering from dementia.

257. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, hired, retained and supervised, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, and knew, or should have known, that Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, posed a threat of financial exploitation of an elderly person

and/or fraudulent conduct.

258. On or after March 30, 2017, the Defendant, Symphony Ivy, LLC, knew, or in the exercise of reasonable and prudent diligence, should have known the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, were incompetent and unfit to perform the duties for which they were employed, and that undue risks to persons such as Grace would result by way of their inappropriate conduct.

259. At all times relevant to this Complaint, based on the conduct of the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, the Defendant, Symphony Ivy, LLC, knew or should have known that the unfitness for their positions of employment created a danger of harm to residents, including Grace.

260. The Defendant, Symphony Ivy, LLC, was negligent by breaching the duty of care by retaining and failing to supervise, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, who had known propensities for inappropriate and/or unlawful behavior including, financial exploitation of an elderly or disabled person, conversion, and fraud.

261. The Defendant, Symphony Ivy, LLC, knew or should have known that, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, engaged in inappropriate and/or unlawful behavior, including, financial exploitation of an elderly or disabled person, conversion, and fraud.

262. The Defendant, Symphony Ivy, LLC, breached its duty of care by failing to implement measures to protect its residents, like Grace, from foreseeable risks, unreasonable risk



of harm, and the recurrence of employee behavior of which it had prior notice.

263. The Defendant, Symphony Ivy, LLC, failed to immediately terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraud of Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, but retained them so that they may continue exploiting, abusing, and defrauding her.

264. As a direct, legal, and proximate result of the Defendant, Symphony Ivy, LLC,'s failure to train, supervise, and terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraudulent conduct towards Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, Grace has suffered injuries of a personal and pecuniary nature, including, but not limited to the loss of over \$715,000.00 dollars, severe emotional distress, a loss of dignity and self-respect, all of which she continues to suffer from today.

**WHEREFORE**, The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgment be entered against the Defendant, Symphony Ivy, LLC, in a fair and just amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT II**  
**Charles Golbert v. Symphony Ivy, LLC**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant,

Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count II.

251. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. The Defendant, Erika Cruz, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. The Defendant, Erika Cruz, failed to act with loyalty on and after March 30, 2017 when she discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- c. The Defendant, Erika Cruz, failed to act with loyalty on and after March 30, 2017 when she failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- d. The Defendant, Erika Cruz, failed to act with loyalty on and after March 30, 2017 when she failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- e. The Defendant, Erika Cruz, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- f. The Defendant, Erika Cruz, failed to act with trust on and after

March 30, 2017 when she discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;

- g. The Defendant, Erika Cruz, failed to act with trust on and after March 30, 2017 when she failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- h. The Defendant, Erika Cruz, failed to act with trust on and after March 30, 2017 when she failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- i. The Defendant, Erika Cruz, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- j. The Defendant, Erika Cruz, failed to act with due care on and after March 30, 2017 when she failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- k. The Defendant, Erika Cruz, failed to act with due care on and after March 30, 2017 when she failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds;
- l. The Defendant, Erika Cruz, failed to act with due care on and after March 30, 2017 when she failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- m. The Defendant, Tameeka Wolfe, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- n. The Defendant, Tameeka Wolfe, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- o. The Defendant, Tameeka Wolfe, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity

when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;

- p. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- q. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$50,000.00;
- r. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- s. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- t. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$50,000.00
- u. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- v. The Defendant, Tameeka Wolfe, failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$50,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- w. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she issued a check to her daughter Bianca Jurious in the amount of \$6,500.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- x. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Bianca in the amount of \$6,500.00;
- y. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$6,500.00 from Grace's JPMorgan Chase Bank account for her and Bianca's financial gain;
- z. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she issued a check to her daughter Bianca Jurious in the amount of \$6,500.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- aa. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Bianca in the amount of \$6,500.00
- bb. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she misappropriated \$6,500.00 from Grace's JPMorgan Chase Bank account for her and Bianca's financial gain;
- cc. The Defendant, Tameeka Wolfe, failed to act with due care on or about March 30, 2017 when she accepted a check for her daughter Bianca in an amount of \$6,500.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- dd. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2017 when added herself as a joint accountholder to Grace's TCF National Bank account without Grace's permission and/or authority;
- ee. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2017 when she failed to inform Grace of the purpose of her being a joint accountholder to Grace's TCF National Bank account;
- ff. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2017 when she misrepresented the purpose and/or intent of personal financial gain of being added as a joint accountholder on Grace's TCF National Bank account;
- gg. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2017 when added herself as a joint accountholder to Grace's TCF National Bank account without Grace's permission and/or authority;
- hh. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2017 when she failed to inform Grace of the purpose of her being a joint accountholder to Grace's TCF National Bank account;
- ii. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2017 when she misrepresented the purpose and/or intent of personal financial gain of being added as a joint accountholder on Grace's TCF National Bank account;
- jj. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 6, 2017 when allowed Grace to add her as a joint accountholder when she knew or should have known Grace was not mentally competent to make said decision;
- kk. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 19, 2017 when she issued a check to herself in the amount of \$25,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ll. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 19, 2017 when she failed to inform Grace of the

amount and/or purpose of the check issued to Tameeka in the amount of \$25,000.00;

- mm. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 19, 2017 when she misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- nn. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 19, 2017 when she issued a check to herself in the amount of \$25,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- oo. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 19, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$25,000.00
- pp. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 19, 2017 when she misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- qq. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 19, 2017 when she accepted a check in an amount of \$25,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- rr. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about August 4, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ss. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about August 4, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$40,000.00;
- tt. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about August 4, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- uu. The Defendant, Tameeka Wolfe, failed to act with trust on or about August 4, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- vv. The Defendant, Tameeka Wolfe, failed to act with trust on or about August 4, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$40,000.00
- ww. The Defendant, Tameeka Wolfe, failed to act with trust on or about August 4, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- xx. The Defendant, Tameeka Wolfe, failed to act with due care on or about August 4, 2017 when she accepted a check in an amount of \$40,000.00 from Grace's JPMorgan Chase Bank account when she

knew or should have known Grace was not mentally competent to issue said check;

- yy. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about January 26, 2018 when she used Grace's Zelle online banking application to transfer \$900.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- zz. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about January 26, 2018 when she failed to inform Grace of the amount and/or purpose of the \$900.00 Zelle transfer;
- aaa. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about January 26, 2018 when she misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- bbb. The Defendant, Tameeka Wolfe, failed to act with trust on or about January 26, 2018 when she used Grace's Zelle online banking application to transfer \$900.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ccc. The Defendant, Tameeka Wolfe, failed to act with trust on or about January 26, 2018 when she failed to inform Grace of the amount and/or purpose of the \$900.00 Zelle transfer;
- ddd. The Defendant, Tameeka Wolfe, failed to act with trust on or about January 26, 2018 when she misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- eee. The Defendant, Tameeka Wolfe, failed to act with due care on or about January 26, 2018 when she accepted a Zelle transfer in the amount of \$900.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- fff. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ggg. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- hhh. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- iii. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 5, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- jjj. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 5, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- kkk. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 5, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- lll. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 5, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- mmm. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 12, 2018 when she used Grace's Zelle online banking application to transfer \$4,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- nnn. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 12, 2018 when she failed to inform Grace of the amount and/or purpose of the \$4,000.00 Zelle transfer;
- ooo. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 12, 2018 when she misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ppp. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 12, 2018 when she used Grace's Zelle online banking application to transfer \$4,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- qqq. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 12, 2018 when she failed to inform Grace of the amount and/or purpose of the \$4,000.00 Zelle transfer;
- rrr. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 12, 2018 when she misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- sss. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 12, 2018 when she accepted a Zelle transfer in the amount of \$4,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- ttt. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 14, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- uuu. The Defendant, Tameeka Wolfe, failed to act with loyalty on or



- about February 14, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- vvv. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 14, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- www. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 14, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- xxx. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 14, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- yyy. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 14, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- zzz. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 14, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- aaaa. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- bbbb. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- cccc. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- dddd. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- eeee. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- ffff. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- gggg. The Defendant, Tameeka Wolfe, failed to act with due care on or

about February 16, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;

hhhh. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 19, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

iiii. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 19, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;

jjjj. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 19, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

kkkk. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 19, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

llll. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 19, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;

mmmm. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 19, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

nnnn. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 2, 2018 when she accepted a Zelle transfer in the amount of \$1,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;

oooo. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 2, 2018 when she used Grace's Zelle online banking application to transfer \$1,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

pppp. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 2, 2018 when she failed to inform Grace of the amount and/or purpose of the \$1,000.00 Zelle transfer;

qqqq. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 2, 2018 when she misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

rrrr. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 2, 2018 when she used Grace's Zelle online banking application to transfer \$1,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- ssss. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 2, 2018 when she failed to inform Grace of the amount and/or purpose of the \$1,000.00 Zelle transfer;
- tttt. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 2, 2018 when she misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- uuuu. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 2, 2018 when she accepted a Zelle transfer in the amount of \$1,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- vvvv. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- wwww. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- xxxx. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- yyyy. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- zzzz. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- aaaa. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- bbbb. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 6, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- cccc. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- dddd. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 16, 2018 when she failed to inform Grace of the

- amount and/or purpose of the \$2,000.00 Zelle transfer;
- eeeee. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- fffff. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ggggg. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- hhhhh. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- iiii. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 16, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- jjjjj. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 30, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- kkkkk. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 30, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- lllll. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 30, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- mmmmm. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 30, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- nnnnn. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 30, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- ooooo. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 30, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ppppp. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 30, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account

when she knew or should have known Grace was not mentally competent to make said transfer;

qqqqq. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 4, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

rrrrr. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 4, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;

sssss. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 4, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

ttttt. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 4, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

uuuuu. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 4, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;

vvvvv. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 4, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

wwwww. The Defendant, Tameeka Wolfe, failed to act with due care on or about June 4, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;

xxxxx. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 15, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

yyyyy. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 15, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;

zzzzz. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 15, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

aaaaa. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 15, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

bbbbb. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 15, 2018 when she failed to inform Grace of the amount

- and/or purpose of the \$2,000.00 Zelle transfer;
- cccccc. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 15, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- dddddd. The Defendant, Tameeka Wolfe, failed to act with due care on or about June 15, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- eeeeee. The Defendant, Tameeka Wolfe, failed to act with loyalty during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- ffffff. The Defendant, Tameeka Wolfe, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- gggggg. The Defendant, Tameeka Wolfe, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain;
- hhhhhh. The Defendant, Tameeka Wolfe, failed to act with trust during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- iiiiii. The Defendant, Tameeka Wolfe, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- jjjjjj. The Defendant, Tameeka Wolfe, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain;
- kkkkkk. The Defendant, Tameeka Wolfe, failed to act with due care during the time period of March 30, 2017, through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 when she knew or should have known Grace was not mentally competent to authorize any transactions;

- lllll. The Defendant, Christina Wright, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- mmmmmm. The Defendant, Christina Wright, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- nnnnnn. The Defendant, Christina Wright, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- oooooo. The Defendant, Christina Wright, failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- pppppp. The Defendant, Christina Wright, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00;
- qqqqqq. The Defendant, Christina Wright, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- rrrrrr. The Defendant, Christina Wright, failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ssssss. The Defendant, Christina Wright, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00
- ttttt. The Defendant, Christina Wright, failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- uuuuuu. The Defendant, Christina Wright, failed to act with due care on or about April 3, 2017 when she accepted a check in an amount of \$5,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- vvvvvv. The Defendant, Christina Wright, failed to act with loyalty on or about April 3, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

wwwwww. The Defendant, Christina Wright, failed to act with loyalty on or about April 3, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00;

xxxxxx. The Defendant, Christina Wright, failed to act with loyalty on or about April 3, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

yyyyyy. The Defendant, Christina Wright, failed to act with trust on or about April 3, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

zzzzzz. The Defendant, Christina Wright, failed to act with trust on or about April 3, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00

aaaaaa. The Defendant, Christina Wright, failed to act with trust on or about April 3, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

bbbbbb. The Defendant, Christina Wright, failed to act with due care on or about April 3, 2017 when she accepted a check in an amount of \$5,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

cccccc. The Defendant, Christina Wright, failed to act with loyalty on or about April 30, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

dddddd. The Defendant, Christina Wright, failed to act with loyalty on or about April 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00;

eeeeee. The Defendant, Christina Wright, failed to act with loyalty on or about April 30, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

ffffff. The Defendant, Christina Wright, failed to act with trust on or about April 30, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

gggggg. The Defendant, Christina Wright, failed to act with trust on or about April 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00

hhhhhh. The Defendant, Christina Wright, failed to act with trust on or about April 30, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

iiiiii. The Defendant, Christina Wright, failed to act with due care on or



about April 30, 2017 when she accepted a check in an amount of \$5,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

jjjjjj. The Defendant, Christina Wright, failed to act with loyalty on or about May 16, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

kkkkkkk. The Defendant, Christina Wright, failed to act with loyalty on or about May 16, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$40,000.00;

lllllll. The Defendant, Christina Wright, failed to act with loyalty on or about May 16, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

mmmmmmm. The Defendant, Christina Wright, failed to act with trust on or about May 16, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

nnnnnnn. The Defendant, Christina Wright, failed to act with trust on or about May 16, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$40,000.00

ooooooo. The Defendant, Christina Wright, failed to act with trust on or about May 16, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

ppppppp. The Defendant, Christina Wright, failed to act with due care on or about May 16, 2017 when she accepted a check in an amount of \$40,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

qqqqqqq. The Defendant, Christina Wright, failed to act with loyalty on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

rrrrrrr. The Defendant, Christina Wright, failed to act with loyalty on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$50,000.00;

sssssss. The Defendant, Christina Wright, failed to act with loyalty on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

ttttttt. The Defendant, Christina Wright, failed to act with trust on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- uuuuuuu. The Defendant, Christina Wright, failed to act with trust on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$50,000.00
- vvvvvvv. The Defendant, Christina Wright, failed to act with trust on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace’s JPMorgan Chase Bank account for her own financial gain;
- wwwwwww. The Defendant, Christina Wright, failed to act with due care on or about August 7, 2017 when she accepted a check in an amount of \$50,000.00 from Grace’s JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- xxxxxxx. The Defendant, Christina Wright, failed to act with loyalty on or about March 14, 2018 when she issued a check to herself in the amount of \$45,347.07 from Grace’s JPMorgan Chase Bank account without Graces permission and/or authority;
- yyyyyyy. The Defendant, Christina Wright, failed to act with loyalty on or about March 14, 2018 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$45,347.07;
- zzzzzzz. The Defendant, Christina Wright, failed to act with loyalty on or about March 14, 2018 when she misappropriated \$45,347.07 from Grace’s JPMorgan Chase Bank account for her own financial gain;
- aaaaaaa. The Defendant, Christina Wright, failed to act with trust on or about March 14, 2018 when she issued a check to herself in the amount of \$45,347.07 from Grace’s JPMorgan Chase Bank account without Grace’s permission and/or authority;
- bbbbbbb. The Defendant, Christina Wright, failed to act with trust on or about March 14, 2018 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$45,347.07;
- ccccccc. The Defendant, Christina Wright, failed to act with trust on or about March 14, 2018 when she misappropriated \$45,347.07 from Grace’s JPMorgan Chase Bank account for her own financial gain;
- ddddddd. The Defendant, Christina Wright, failed to act with due care on or about March 14, 2018 when she accepted a check in an amount of \$45,347.07 from Grace’s JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- eeeeeee. The Defendant, Christina Wright, failed to act with loyalty during the time period of March 30, 2017 through September 6, 2018 when she spent \$307,332.31 from Grace’s Bank of America accounts ending in 4169, 7908, and 9331 without Grace’s permission and/or authority;
- ffffff. The Defendant, Christina Wright, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018

when she failed to inform Grace she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own personal use;

ggggggggg. The Defendant, Christina Wright, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own financial gain;

hhhhhhhh. The Defendant, Christina Wright, failed to act with trust during the time period of March 30, 2017 through September 6, 2018 when she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 without Grace's permission and/or authority;

iiiiiii. The Defendant, Christina Wright, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own personal use;

jjjjjjj. The Defendant, Christina Wright, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own financial gain;

kkkkkkkk. The Defendant, Christina Wright, failed to act with due care during the time period of March 30, 2017, through September 6, 2018 when she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 when she knew or should have known Grace was not mentally competent to authorize any transactions;

lllllll. The Defendant, Sharessa Brookins, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;

mmmmmmmm. The Defendant, Sharessa Brookins, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;

nnnnnnnn. The Defendant, Sharessa Brookins, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;

oooooooo. The Defendant, Sharessa Brookins, failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the

amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

pppppppp. The Defendant, Sharessa Brookins, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$15,000.00;

qqqqqqqq. The Defendant, Sharessa Brookins, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

rrrrrrrr. The Defendant, Sharessa Brookins, failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

ssssssss. The Defendant, Sharessa Brookins, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$15,000.00

ttttttt. The Defendant, Sharessa Brookins, failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

uuuuuuuu. The Defendant, Sharessa Brookins, failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$15,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

vvvvvvvv. The Defendant, Sharessa Brookins, failed to act with loyalty on or about June 6, 2017 when she issued a check to herself in the amount of \$30,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

wwwwwww. The Defendant, Sharessa Brookins, failed to act with loyalty on or about June 6, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$30,000.00;

xxxxxxx. The Defendant, Sharessa Brookins, failed to act with loyalty on or about June 6, 2017 when she misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

yyyyyyyy. The Defendant, Sharessa Brookins, failed to act with trust on or about June 6, 2017 when she issued a check to herself in the amount of \$30,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

zzzzzzzz. The Defendant, Sharessa Brookins, failed to act with trust on or about June 6, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$30,000.00

aaaaaaaa. The Defendant, Sharessa Brookins, failed to act with trust on or about June 6, 2017 when she misappropriated \$30,000.00 from

- Grace's JPMorgan Chase Bank account for her own financial gain;
- bbbbbbbbb. The Defendant, Sharessa Brookins, failed to act with due care on or about June 6, 2017 when she accepted a check in an amount of \$30,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- cccccccc. The Defendant, Sharessa Brookins, failed to act with loyalty during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- dddddddd. The Defendant, Sharessa Brookins, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- eeeeeeee. The Defendant, Sharessa Brookins, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain;
- fffffff. The Defendant, Sharessa Brookins, failed to act with trust during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- ggggggggg. The Defendant, Sharessa Brookins, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- hhhhhhhhh. The Defendant, Sharessa Brookins, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain;
- iiiiiiii. The Defendant, Sharessa Brookins, failed to act with due care during the time period of March 30, 2017, through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 when she knew or should have known Grace was not mentally competent to authorize any transactions;
- jjjjjjjj. The Defendant, Christina Posada, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;

- kkkkkkkkk. The Defendant, Christina Posada, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- lllllllll. The Defendant, Christina Posada, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- mmmmmmmmm. The Defendant, Christina Posada, failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- nnnnnnnnn. The Defendant, Christina Posada, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00;
- ooooooooo. The Defendant, Christina Posada, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- ppppppppp. The Defendant, Christina Posada, failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- qqqqqqqqq. The Defendant, Christina Posada, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00
- rrrrrrrrr. The Defendant, Christina Posada, failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- sssssssss. The Defendant, Christina Posada, failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$15,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- ttttttttt. The Defendant, Christina Posada, failed to act with loyalty on or about September 1, 2017 when she issued a check to herself in the amount of \$10,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- uuuuuuuuu. The Defendant, Christina Posada, failed to act with loyalty on or about September 1, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$10,000.00;

vvvvvvvvvv. The Defendant, Christina Posada, failed to act with loyalty on or about September 1, 2017 when she misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

wwwwwwwww. The Defendant, Christina Posada, failed to act with trust on or about September 1, 2017 when she issued a check to herself in the amount of \$10,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

xxxxxxxxx. The Defendant, Christina Posada, failed to act with trust on or about September 1, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$10,000.00;

yyyyyyyyy. The Defendant, Christina Posada, failed to act with trust on or about September 1, 2017 when she misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

zzzzzzzzz. The Defendant, Christina Posada, failed to act with due care on or about September 1, 2017 when she accepted a check in an amount of \$10,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

aaaaaaaaa. The Defendant, Lisa Lash, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;

bbbbbbbbbb. The Defendant, Lisa Lash, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;

cccccccc. The Defendant, Lisa Lash, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;

dddddddddd. The Defendant, Lisa Lash, failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

eeeeeeeeee. The Defendant, Lisa Lash, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$15,000.00;

ffffffffff. The Defendant, Lisa Lash, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from

gggggggggg. Grace's JPMorgan Chase Bank account for her own financial gain; The Defendant, Lisa Lash, failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

hhhhhhhhhh. The Defendant, Lisa Lash, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$15,000.00

iiiiiiiiii. The Defendant, Lisa Lash, failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

jjjjjjjjjj. The Defendant, Lisa Lash, failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$15,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

kkkkkkkkkk. The Defendant, Lisa Lash, failed to act with loyalty on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

llllllllll. The Defendant, Lisa Lash, failed to act with loyalty on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$50,000.00;

mmmmmmmmmm. The Defendant, Lisa Lash, failed to act with loyalty on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

nnnnnnnnnn. The Defendant, Lisa Lash, failed to act with trust on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

oooooooooo. The Defendant, Lisa Lash, failed to act with trust on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$50,000.00

pppppppppp. The Defendant, Lisa Lash, failed to act with trust on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;

qqqqqqqqqq. The Defendant, Lisa Lash, failed to act with due care on or about August 7, 2017 when she accepted a check in an amount of \$50,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;

261. As a direct, legal, and proximate result of one or more of the Defendant,



Symphony Ivy LLC's, breach of fiduciary duties, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT III**  
**Charles Golbert v. Symphony Ivy, LLC**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count III.

251. At all times relevant, the Defendant, Symphony Ivy, LLC, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Symphony Ivy, LLC, by and through its actual, implied and/or

apparent agents, servants and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, and Kathleen Napolitano, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance

- of the transaction was not readily available to Grace;
- g. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
  - h. The Defendant, Erika Cruz, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
  - i. The Defendant, Erika Cruz, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the action was not readily available to Grace;
  - j. The Defendant, Erika Cruz, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
  - k. The Defendant, Erika Cruz, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
  - l. The Defendant, Erika Cruz, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
  - m. The Defendant, Erika Cruz, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
  - n. The Defendant, Erika Cruz, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from

Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;

- o. The Defendant, Erika Cruz, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Erika Cruz, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Erika Cruz, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Erika Cruz, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- s. The Defendant, Erika Cruz, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Erika Cruz, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- u. The Defendant, Erika Cruz, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this

information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;

- v. The Defendant, Erika Cruz, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- w. The Defendant, Erika Cruz, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Erika Cruz, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- y. The Defendant, Erika Cruz, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- z. The Defendant, Erika Cruz, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Erika Cruz, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- bb. The Defendant, Erika Cruz, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's

JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;

- cc. The Defendant, Erika Cruz, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- dd. The Defendant, Erika Cruz, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- ee. The Defendant, Erika Cruz, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Erika Cruz, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite her knowledge of the significance of the transactions were not readily available to Grace;
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Erika Cruz, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite her knowledge of the significance of the transactions were not readily available to Grace;
- hh. The Defendant, Tameeka Wolfe, issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

- ii. The Defendant, Tameeka Wolfe, presented a check in the amount of \$50,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- jj. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- kk. The Defendant, Tameeka Wolfe, issued a check to her daughter Bianca Jurious in the amount of \$6,500.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized the transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ll. The Defendant, Tameeka Wolfe, presented a check in the amount of \$6,500.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's daughter, Bianca Jurious', financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- mm. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her daughter, Bianca Jurious', financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- nn. The Defendant, Tameeka Wolfe, added herself as a joint accountholder on Grace's TCF National Bank account ending in 3543 on or about April 6, 2017, without Grace's knowledge and/or authority and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said action was not readily available to Grace;
- oo. The Defendant, Tameeka Wolfe, added herself as a joint accountholder on Grace's TCF National Bank account ending in 3543 on or about April 6, 2017, and misrepresented to Grace that the purpose would be for Grace's benefit when Tameeka did so for her own financial gain and intentionally withheld this information

from Grace despite Tameeka's knowledge of the significance of said action was not readily available to Grace;

- pp. The Defendant, Tameeka Wolfe, presented Grace with documents to add Tameeka as a joint account holder and misrepresented the purpose of the documents and/or the consequences of signing said documents despite Tameeka's knowledge of the significance of signing said documents was not readily available to Grace;
- qq. The Defendant, Tameeka Wolfe, issued a check to herself in the amount of \$25,000.00 from Grace's JPMorgan Chase Bank account on or about April 19, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- rr. The Defendant, Tameeka Wolfe, presented a check in the amount of \$25,000.00 to Grace on or about April 19, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ss. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about April 19, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- tt. The Defendant, Tameeka Wolfe, issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account on or about August 4, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- uu. The Defendant, Tameeka Wolfe, presented a check in the amount of \$40,000.00 to Grace on or about August 4, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- vv. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about August 4, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her own personal financial



gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

- ww. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$900.00 to herself from Grace's JPMorgan Chase Bank account on or about January 26, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- xx. The Defendant, Tameeka Wolfe, presented a transfer of \$900.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about January 26, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- yy. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about January 26, 2018, and without authority to do so transferred \$900.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- zz. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about January 26, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$900.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- aaa. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 5, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- bbb. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 5, 2018, misrepresented to Grace that the funds would be used for Grace's

- benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ccc. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 5, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- ddd. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 5, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- eee. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$4,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 12, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- fff. The Defendant, Tameeka Wolfe, presented a transfer of \$4,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 12, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ggg. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 12, 2018, and without authority to do so transferred \$4,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- hhh. The Defendant, Tameeka Wolfe, requested the login information to

Grace's Zelle online banking application on or about February 12, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$4,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

iii. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 14, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

jjj. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 14, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

kkk. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 14, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

lll. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 14, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

mmm. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 16, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

- nnn. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 16, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ooo. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 16, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- ppp. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 16, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- qqq. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about March 19, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- rrr. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about March 19, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- sss. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about March 19, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld

this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

- ttt. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about March 19, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- uuu. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$1,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 2, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- vvv. The Defendant, Tameeka Wolfe, presented a transfer of \$1,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 2, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- www. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 2, 2018, and without authority to do so transferred \$1,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- xxx. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 2, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$1,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- yyy. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 6, 2018

to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

zzz. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 6, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

aaaa. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 6, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

bbbb. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 6, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

cccc. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 16, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

dddd. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 16, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

eeee. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 16,

2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

ffff. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 16, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

gggg. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 30, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

hhhh. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 30, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

iiii. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 30, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

jjjj. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 30, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access

would not be readily available to Grace;

kkkk. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about June 4, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

llll. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about June 4, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

mmmm. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about June 4, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

nnnn. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about June 4, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

oooo. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about June 15, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

pppp. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about June 15, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this



- information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- qqqq. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about June 15, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- rrrr. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about June 15, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- ssss. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, spent \$197,434.82 from Grace's TCF National Bank accounts and misrepresented the purpose and/or the amount of the expenditures to Grace when she knew she spent the money for her own personal financial gain despite Tameeka's knowledge of the significance of said transactions would not be readily available to Grace;
- tttt. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, misrepresented that she was using Grace's TCF National Bank accounts for Grace's benefit when she spent \$197,434.82 for her own personal financial gain despite Tameeka's knowledge of the significance of said transactions would not be readily available to Grace;
- uuuu. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, misrepresented that she had access Grace's TCF National Bank accounts to assist Grace when she spent \$197,434.82 of the funds for her own personal financial gain despite Tameeka's knowledge of the significance of said transactions would not be readily available to Grace;
- vvvv. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, misrepresented the purpose and/or amounts of checks that were issued to Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace;
- wwww. During the time period of March 30, 2017, through September 6,

2018, the Defendant, Tameeka Wolfe, concealed that Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Tameeka's knowledge of the significance of said conduct would not be readily available to Grace;

xxxx. The Defendant, Christina Wright, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

yyyy. The Defendant, Christina Wright, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

zzzz. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

aaaaa. The Defendant, Christina Wright, issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account on or about April 3, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

bbbbbb. The Defendant, Christina Wright, presented a check in the amount of \$5,000.00 to Grace on or about April 3, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

cccccc. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about April 3, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace

despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

dddd. The Defendant, Christina Wright, issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account on or about April 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

eeee. The Defendant, Christina Wright, presented a check in the amount of \$5,000.00 to Grace on or about April 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

ffff. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about April 30, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

ggggg. The Defendant, Christina Wright, issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account on or about May 16, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

hhhhh. The Defendant, Christina Wright, presented a check in the amount of \$40,000.00 to Grace on or about May 16, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

iiii. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about May 16, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

jjjj. The Defendant, Christina Wright, issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank

account on or about August 7, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

kkkkk. The Defendant, Christina Wright, presented a check in the amount of \$50,000.00 to Grace on or about August 7, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

lllll. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about August 7, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

mmmmm. The Defendant, Christina Wright, issued a check to herself in the amount of \$45,347.07 from Grace's TCF National Bank account on or about March 14, 2018 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

nnnnn. The Defendant, Christina Wright, presented a check in the amount of \$45,347.07 to Grace on or about March 14, 2018 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

ooooo. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about March 14, 2018, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

ppppp. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331, and misrepresented the purpose and/or the amount of the expenditures to Grace when she knew she spent the money for her own personal financial gain despite Christina's knowledge of the

significance of said transactions would not be readily available to Grace;

qqqqq. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented that she was using Grace's Bank of America accounts for Grace's benefit when she spent \$307,332.31 for her own personal financial gain despite Christina's knowledge of the significance of said transactions would not be readily available to Grace;

rrrrr. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented that she had access Grace's Bank of America accounts to assist Grace when she spent \$307,332.31 of the funds for her own personal financial gain despite Christina's knowledge of the significance of said transactions would not be readily available to Grace;

sssss. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace;

ttttt. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, concealed that Tameeka Wolfe, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Christina's knowledge of the significance of said conduct would not be readily available to Grace;

uuuuu. The Defendant, Sharessa Brookins, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;

vvvvv. The Defendant, Sharessa Brookins, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Sharessa's own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;

wwwww. The Defendant, Sharessa Brookins, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Sharessa knew the check would be for her own personal

financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction would not be readily available to Grace;

xxxxx. The Defendant, Sharessa Brookins, issued a check to herself in the amount of \$30,000.00 from Grace's JPMorgan Chase Bank account on or about June 6, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;

yyyyy. The Defendant, Sharessa Brookins, presented a check in the amount of \$30,000.00 to Grace on or about June 6, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Sharessa's own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;

zzzzz. The Defendant, Sharessa Brookins, presented a blank check to Grace for her JPMorgan Bank account on or about June 6, 2017, and misrepresented what the amount and/or purpose would be when Sharessa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction would not be readily available to Grace;

aaaaa. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, spent \$197,434.82 from Grace's TCF National Bank accounts and misrepresented the purpose and/or the amount of the expenditures to Grace when she knew she spent the money for her own personal financial gain despite Sharessa's knowledge of the significance of said transactions would not be readily available to Grace;

bbbbb. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, misrepresented that she was using Grace's TCF National Bank accounts for Grace's benefit when she spent \$197,434.82 for her own personal financial gain despite Sharessa's knowledge of the significance of said transactions would not be readily available to Grace;

cccccc. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, misrepresented that she had access Grace's TCF National Bank accounts to assist Grace when she spent \$197,434.82 of the funds for her own personal financial gain despite Sharessa's knowledge of the significance of said transactions would not be readily available to Grace;

dddddd. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, misrepresented the purpose and/or amounts of checks that were issued to Tameeka

Wolfe, Christina Wright, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace;

eeeeee. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, concealed that Tameeka Wolfe, Christina Wright, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Sharessa's knowledge of the significance of said conduct would not be readily available to Grace;

ffffff. The Defendant, Christina Posada, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

gggggg. The Defendant, Christina Posada, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

hhhhhh. The Defendant, Christina Posada, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;

iiiiii. The Defendant, Christina Posada, issued a check to herself in the amount of \$10,000.00 from Grace's JPMorgan Chase Bank account on or about September 1, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

jjjjjj. The Defendant, Christina Posada, presented a check in the amount of \$10,000.00 to Grace on or about September 1, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

- kkkkkk. The Defendant, Christina Posada, presented a blank check to Grace for her JPMorgan Bank account on or about September 1, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
- llllll. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Posada, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace;
- mmmmmm. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Posada, concealed that Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Christina's knowledge of the significance of said conduct would not be readily available to Grace;
- nnnnnn. The Defendant, Lisa Lash, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;
- oooooo. The Defendant, Lisa Lash, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Lisa's own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;
- pppppp. The Defendant, Lisa Lash, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Lisa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction would not be readily available to Grace;
- qqqqqq. The Defendant, Lisa Lash, issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account on or about August 7, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Lisa's knowledge of the



- rrrrr. significance of said transaction was not readily available to Grace; The Defendant, Lisa Lash, presented a check in the amount of \$50,000.00 to Grace on or about August 7, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Lisa's own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;
- sssss. The Defendant, Lisa Lash, presented a blank check to Grace for her JPMorgan Bank account on or about August 7, 2017, and misrepresented what the amount and/or purpose would be when Lisa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction would not be readily available to Grace;
- ttttt. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Lisa Lash, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace; and
- uuuuuu. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Lisa Lash, concealed that Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Lisa's knowledge of the significance of said conduct would not be readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Symphony Ivy, LLC, by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against all the Defendants, including, but not limited to, Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendant, Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in

personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT IV**  
**Charles Golbert v. Symphony Ivy, LLC**  
(Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count IV.

251. At all times relevant to this Complaint, Grace has a right of control, dominion and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional

right of immediate possession of her money and the abovementioned accounts.

253. The Defendant, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, committed one or more of the following acts of conversion:

- a. On or about March 30, 2017, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- b. On or about March 30, 2017, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$6,500.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- c. On or after April 6, 2017, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of Grace's TCF National Bank account ending in 3543 without her authority and/or knowledge;
- d. On or after April 6, 2017, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of Grace's TCF National Bank account ending in 3543 by misrepresenting the purpose of having said control, dominion, and/or ownership;
- e. On or about April 19, 2017, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$25,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- f. On or about August 4, 2017, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- g. On or about January 26, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$900.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- h. On or about February 5, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- i. On or about February 12, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$4,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;

- j. On or about February 14, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- k. On or about February 16, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- l. On or about March 19, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- m. On or about April 2, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$1,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- n. On or about April 16, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- o. On or about April 30, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- p. On or about June 4, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- q. On or about June 15, 2018, the Defendant, Tameeka Wolfe, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- r. Upon information and belief, during the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins, assumed control, dominion, and/or ownership of \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 without Grace's authority and/or knowledge;
- s. On or about March 30, 2017, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- t. On or about April 3, 2017, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;

- u. On or about April 30, 2017, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- v. On or about May 16, 2017, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- w. On or about August 7, 2017, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- x. On or about March 14, 2018, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$45,347.07 from Grace's TCF National Bank account without Grace's authority and/or knowledge;
- y. Upon information and belief, during the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, assumed control, dominion, and/or ownership of \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 without her authority and/or knowledge;
- z. On or about March 30, 2017, the Defendant, Sharessa Brookins, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- aa. On or about June 6, 2017, the Defendant, Sharessa Brookins, assumed control, dominion, and/or ownership of \$30,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- bb. On or about March 30, 2017, the Defendant, Christina Posada, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- cc. On or about September 1, 2017, the Defendant, Christina Posada, assumed control, dominion, and/or ownership of \$10,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- dd. On or about March 30, 2017, the Defendant, Lisa Lash, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge; and
- ee. On or about August 7, 2017, the Defendant, Lisa Lash, assumed control, dominion, and/or ownership of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge.

254. As a direct, legal, and proximate result of one or more of the aforesaid acts of conversion on behalf of the Defendant, Symphony Ivy, LLC, by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to severe emotional distress, and a deprivation of the funds contained in her accounts in the amount of \$715,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT V**

**Charles Golbert v. Symphony Ivy, LLC**

(Statutory Action – Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count V.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be

construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, the Defendants, Symphony Ivy, LLC, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720 ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

.....  
Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).

A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-

56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, violated the statute and committed one or more of the following acts of financial exploitation:

- a. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- b. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- c. The Defendant, Tameeka Wolfe, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- d. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- e. The Defendant, Tameeka Wolfe, knowingly obtained control of a check for her daughter Bianca Jurious, in the amount of \$6,500.00 from Grace through means of intimidation;
- f. The Defendant, Tameeka Wolfe, knowingly obtained control of a check for her daughter Bianca Jurious on or about March 30, 2017, in the amount of \$6,500 from Grace through means of deception;
- g. The Defendant, Tameeka Wolfe, issued a check to her daughter from Grace's account on March 30, 2017, in the amount of \$6,500.00 without Grace's knowledge and/or authority;
- h. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about March 30, 2017 for her signature and failed to inform Grace it was Bianca Jurious and/or the amount of the check;



- i. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's TCF National Bank account on April 6, 2017 through the means of intimidation;
- j. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's TCF National Bank account on or about April 6, 2017, through means of intimidation;
- k. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's TCF National Bank account on or about April 6, 2017, through mean of deception;
- l. Added herself as a joint accountholder on Grace's TCF National Bank account without Grace's authority and/or knowledge
- m. The Defendant, Tameeka Wolfe, presented Grace with the paperwork to add Tameeka as a joint accountholder to the TCF National Bank account and misrepresented the purpose and/or meaning of the paperwork;
- n. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about April 19, 2017, in the amount of \$25,000.00 from Grace through means of intimidation;
- o. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about April 19, 2017, in the amount of \$25,000.00 from Grace through means of deception;
- p. The Defendant, Tameeka Wolfe, issued a check to herself from Grace's account on or about April 19, 2017, in the amount of \$25,000.00 without Grace's knowledge and/or authority;
- q. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about April 19, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- r. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about August 5, 2017, in the amount of \$40,000.00 from Grace through means of intimidation;
- s. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about August 5, 2017, in the amount of \$40,000.00 from Grace through means of deception;
- t. The Defendant, Tameeka Wolfe, issued a check to herself from Grace's account on or about August 5, 2017, in the amount of \$40,000.00 without Grace's knowledge and/or authority;
- u. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about August 5, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- v. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about January 26, 2018, and transferred \$900.00 to herself Grace through means of intimidation;
- w. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about January 26, 2018, and transferred \$900.00 to herself through means of deception;

- x. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about January 26, 2018, in the amount of \$900.00 without Grace's knowledge and/or authority;
- y. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 5, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- z. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 5, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- aa. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 5, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- bb. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 12, 2018, and made two transfers to herself from Grace's JPMorgan Bank account in the amount of \$4,000.00 through means of intimidation;
- cc. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 12, 2018, and made two transfers to herself from Grace's JPMorgan Bank account in the amount of \$4,000.00 through means of deception;
- dd. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 12, 2018, in the amount of \$4,000.00 without Grace's knowledge and/or authority;
- ee. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 14, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ff. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 14, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- gg. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 14, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- hh. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ii. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 16, 2018,

and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;

- jj. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 16, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- kk. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about March 19, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ll. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about March 19, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- mm. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about March 19, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- nn. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 2, 2018, and transferred \$1,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- oo. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 2, 2018, and transferred \$1,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- pp. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 2, 2018, in the amount of \$1,00.00 without Grace's knowledge and/or authority;
- qq. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 6, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- rr. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 6, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- ss. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 6, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- tt. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;

- uu. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- vv. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 16, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- ww. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 30, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- xx. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 30, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- yy. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 30, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- zz. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 4, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- aaa. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 4, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- bbb. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about June 4, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- ccc. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 15, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ddd. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 15, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- eee. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about June 15, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- fff. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins

- knowingly took control of Grace's TCF National Bank accounts through means of intimidation and accessed, utilized, converted, and/or misappropriated \$197,434.82;
- ggg. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins knowingly took control of Grace's TCF National Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$197,434.82;
- hhh. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins spent \$197,434.82 from Grace's TCF National Bank accounts without Grace's knowledge and/or permission;
- iii. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins, misrepresented the purpose and/or amount spent from Grace's TCF National Bank accounts and spent \$197,434.82 for her personal and/or familial use;
- jjj. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- kkk. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- lll. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- mmm. Presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- nnn. The Defendant, Christina Wright, knowingly obtained control of a check on or about April 3, 2017, in the amount of \$5,000.00 from Grace through means of intimidation;
- ooo. The Defendant, Christina Wright, knowingly obtained control of a check on or about April 3, 2017, in the amount of \$5,000.00 from Grace through means of deception;
- ppp. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about April 3, 2017, in the amount of \$5,000.00 without Grace's knowledge and/or authority;
- qqq. The Defendant, Christina Wright, presented Grace with a blank check on or about April 3, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- rrr. The Defendant, Christina Wright, knowingly obtained control of a check on or about April 30, 2017, in the amount of \$5,000.00 from Grace through means of intimidation;
- sss. The Defendant, Christina Wright, knowingly obtained control of a check on or about April 30, 2017, in the amount of \$5,000.00 from

- Grace through means of deception;
- ttt. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about April 30, 2017, in the amount of \$5,000.00 without Grace's knowledge and/or authority;
- uuu. The Defendant, Christina Wright, presented Grace with a blank check on or about April 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- vvv. The Defendant, Christina Wright, knowingly obtained control of a check on or about May 16, 2017, in the amount of \$40,000.00 from Grace through means of intimidation;
- www. The Defendant, Christina Wright, knowingly obtained control of a check on or about May 16, 2017, in the amount of \$40,000.00 from Grace through means of deception;
- xxx. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about May 16, 2017, in the amount of \$40,000.00 without Grace's knowledge and/or authority;
- yyy. The Defendant, Christina Wright, presented Grace with a blank check on or about May 16, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- zzz. The Defendant, Christina Wright, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- aaaa. The Defendant, Christina Wright, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- bbbb. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about August 7, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- cccc. The Defendant, Christina Wright, presented Grace with a blank check on or about August 7, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- dddd. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 14, 2018 in the amount of \$45,347.07 from Grace through means of intimidation;
- eeee. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 14, 2018, in the amount of \$45,347.07 from Grace through means of deception;
- ffff. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about March 14, 2018 in the amount of \$45,347.07 without Grace's knowledge and/or authority;
- gggg. The Defendant, Christina Wright, presented Grace with a blank check on or about March 14, 2018 for her signature and misrepresented the amount of and/or purpose of the check;
- hhhh. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, knowingly took control of Grace's JPMorgan Chase Bank accounts through means of

- intimidation and accessed, utilized, converted, and/or misappropriated \$307,332.31;
- iiii. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, knowingly took control of Grace's JPMorgan Chase Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$307,332.31;
- jjjj. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, spent \$307,332.31; from Grace's JPMorgan Chase Bank accounts without Grace's knowledge and/or permission;
- kkkk. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented the purpose and/or amount spent from Grace's JPMorgan Chase Bank accounts and spent \$307,332.31 for her personal use;
- llll. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- mmmm. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- nnnn. The Defendant, Sharessa Brookins, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- oooo. The Defendant, Sharessa Brookins, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- pppp. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about June 6, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- qqqq. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about June 6, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- rrrr. The Defendant, Sharessa Brookins, issued a check to herself from Grace's account on or about June 6, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- ssss. The Defendant, Sharessa Brookins, presented Grace with a blank check on or about June 6, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- tttt. The Defendant, Christina Posada, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- uuuu. The Defendant, Christina Posada, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- vvvv. The Defendant, Christina Posada, issued a check to herself from

Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;

wwwww. The Defendant, Christina Posada, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;

xxxx. The Defendant, Christina Posada, knowingly obtained control of a check on or about September 1, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;

yyyy. The Defendant, Christina Posada, knowingly obtained control of a check on or about September 1, 2017, in the amount of \$15,000.00 from Grace through means of deception;

zzzz. The Defendant, Christina Posada, issued a check to herself from Grace's account on or about September 1, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;

aaaaa. The Defendant, Christina Posada, presented Grace with a blank check on or about September 1, 2017 for her signature and misrepresented the amount of and/or purpose of the check;

bbbbb. The Defendant, Lisa Lash, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;

cccc. The Defendant, Lisa Lash, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;

dddd. The Defendant, Lisa Lash, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;

eeee. The Defendant, Lisa Lash, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;

ffff. The Defendant, Lisa Lash, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;

ggggg. The Defendant, Lisa Lash, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of deception;

hhhhh. The Defendant, Lisa Lash, issued a check to herself from Grace's account on or about August 7, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority; and

iiii. The Defendant, Lisa Lash, presented Grace with a blank check on or about August 7, 2017 for her signature and misrepresented the amount of and/or purpose of the check.

255. As a direct, legal, and proximate cause of the Defendant, Symphony Ivy, LLC's, statutory violation, by and through its actual express, implied and/or apparent agents, servants,



and employees, including, but not limited to the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, Grace suffered a loss in an amount of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of \$2,145,000.00 Dollars, an amount equal to but not less than three times the amount Grace was exploited by the Defendant, Symphony Ivy, LLC, plus attorney's fees and costs as provided by Statute.

**COUNT VI**

**Charles Golbert v. Symphony Ivy, LLC**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count VI.

251. At all times relevant, the Defendant, Symphony Ivy, LLC, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. At all times relevant, the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp., owed Grace the duty to inform her of any sort of

financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

253. At all times relevant, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, Moises Alipala, and Patricia Phillips, RN, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

254. Upon information and belief, on or before March 30, 2017, a scheme was developed by Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, to access, utilize, convert, and/or misappropriate Grace's finances without her knowledge, to make it appear as if Grace was authorizing transactions from her accounts and/or gifting Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, monetary gifts, and a subsequent cover up that included the Defendants, Erika Cruz, Moshe Siegal, and Moises Alipala..

255. As alleged and set forth herein, and above, the Defendant, Symphony Ivy, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, whom were all parties and participants of the aforementioned fraudulent acts.

256. As alleged and set forth herein, and above, the Defendant, Symcare HMG, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned fraudulent

acts.

257. As alleged and set forth herein, and above, the Defendant, Maestro Consulting Services, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned fraudulent acts.

258. As alleged and set forth herein, and above, the Defendant, NuCare Services Corp., is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned fraudulent acts.

259. As alleged and set forth herein, and above, the Defendant, Erika Cruz, is a party and participant of the aforementioned scheme.

260. As alleged and set forth herein, and above, the Defendant, Tameeka Wolfe, is a party and participant of the aforementioned scheme.

261. As alleged and set forth herein, and above, the Defendant, Christina Wright, is a party and participant of the aforementioned scheme.

262. As alleged and set forth herein, and above, the Defendant, Sharessa Brookins, is a party and participant of the aforementioned scheme.

263. As alleged and set forth herein, and above, the Defendant, Christina Posada, is a party and participant of the aforementioned scheme.

264. As alleged and set forth herein, and above, the Defendant, Lisa Lash, is a party and participant of the aforementioned scheme.

265. As alleged and set forth herein, and above, Kathleen Napolitano, is a party and participant of the aforementioned scheme.

266. As alleged and set forth herein, and above, the Defendant, Moshe Siegal, is a party and participant of the aforementioned scheme.

267. As alleged and set forth herein, and above, the Defendant, Moises Alipala, is a party and participant of the aforementioned scheme.

268. As alleged and set forth herein, and above, Patricia Phillips, RN, is a party and participant of the aforementioned scheme.

269. With knowledge, and in furtherance of the aforementioned scheme, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Patricia Phillips, RN, Moshe Siegal, Moises Alipala, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, and the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp, by and through its actual express, implied and/or apparent agents, servants, and employees, including but not limited to, Moshe Siegal, and Moises Alipala, committed one or more of the following acts:

- a. The Defendant, Tameeka Wolfe, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account;
- b. The Defendant, Tameeka Wolfe, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account;
- c. The Defendant, Christina Wright, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account;
- d. The Defendant, Sharessa Brookins, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$15,000.00

- from Grace's JPMorgan Chase Bank account;
- e. The Defendant, Christina Posada, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account;
  - f. The Defendant, Lisa Lash, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account;
  - g. Kathleen Napolitano, on or about March 30, 2017, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account;
  - h. The Defendant, Christina Wright, on or about April 3, 2017, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account;
  - i. The Defendant, Tameeka Wolfe, on or about April 6, 2017, added herself as a joint accountholder to Grace's TCF National Bank account;
  - j. The Defendant, Tameeka Wolfe, on or about April 19, 2017, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account;
  - k. The Defendant, Christina Wright, on or about April 30, 2017, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account;
  - l. The Defendant, Sharessa Brookins, on or about June 6, 2017, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account;
  - m. The Defendant, Tameeka Wolfe, on or about August 4, 2017, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account;
  - n. The Defendant, Christina Wright, on or about August 7, 2017, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account;
  - o. The Defendant, Lisa Lash, on or about August 7, 2017, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account;
  - p. Patricia Phillips, RN, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account;
  - q. The Defendant, Christina Posada on or about September 1, 2017, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account;
  - r. Patricia Phillips, RN, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account;
  - s. The Defendant, Tameeka Wolfe, on or about January 26, 2018,

accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;

- t. The Defendant, Tameeka Wolfe, on or about February 5, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- u. The Defendant, Tameeka Wolfe, on or about February 12, 2018, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- v. The Defendant, Tameeka Wolfe, on or about February 14, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- w. The Defendant, Tameeka Wolfe, on or about February 16, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- x. The Defendant, Christina Wright, on or about March 14, 2018, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account;
- y. The Defendant, Tameeka Wolfe, on or about March 19, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- z. The Defendant, Tameeka Wolfe, on or about April 2, 2018, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- aa. The Defendant, Tameeka Wolfe, on or about April 6, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- bb. The Defendant, Tameeka Wolfe, on or about April 16, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- cc. The Defendant, Tameeka Wolfe, on or about April 30, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- dd. The Defendant, Tameeka Wolfe, on or about June 4, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;

- ee. The Defendant, Tameeka Wolfe, on or about June 15, 2018, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts;
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts;
- hh. Intentionally, consciously, and willingly instructed other Defendants not to file a report concerning the financial exploitation and/or abuse, conversion, and/or misappropriation of Grace's assets with law enforcement;
- ii. Intentionally, consciously, and willingly failed to terminate the various Defendants participating in the scheme;
- jj. Intentionally, consciously, and willingly withheld information from governmental and/or law enforcement agencies;
- kk. Intentionally, consciously, and willingly withheld and/or concealed information from Grace Watanabe;
- ll. Intentionally, consciously, and willingly failed to report staff members that accessed, utilized, converted, and/or misappropriated Grace's finances to supervisory and/or management staff;
- mm. Intentionally, consciously, and willingly failed to report the conduct of various Defendants to governmental and/or law enforcement agencies;
- nn. Intentionally, consciously, and willingly withheld and/or concealed discussions with other Defendants to get access and/or possession of Grace's checkbook and/or ATM/Debit cards;
- oo. Instructed other Defendants on when and/or where to deposit checks written from Grace's accounts;
- pp. Threatened to report other Defendants to a governmental and/or law enforcement agency if they discuss the scheme with any non-participant; and
- qq. Otherwise engaged in activities in furtherance of the scheme by and between the various Defendants.

270. As a result of the agreement between Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, Moises Alipala, and Patricia Phillips, RN, Grace was induced in relying on the Defendants and was prevented and/or deterred from filing a claim against the Defendant, Symphony Ivy, LLC,

and suffered injuries a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT VII**

**Charles Golbert v. Symphony Ivy, LLC**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count VII.

251. At all times relevant to this Complaint, Grace has a right of control, dominion and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional



right of immediate possession of her money and the abovementioned accounts.

253. Upon information and belief, on or before March 30, 2017, a scheme was developed by Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, to assume control, dominion, and/or ownership of Grace's finances without her knowledge, that included a subsequent cover-up with the Defendants, Erika Cruz, Moshe Siegal, and Moises Alipala.

254. As alleged and set forth herein, and above, the Defendant, Symphony Ivy, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, whom were all parties and participants of the aforementioned scheme.

255. As alleged and set forth herein, and above, the Defendant, Symphony Ivy, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, whom were all parties and participants of the aforementioned scheme.

256. As alleged and set forth herein, and above, the Defendant, Symcare HMG, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned fraudulent acts.

257. As alleged and set forth herein, and above, the Defendant, Maestro Consulting Services, LLC, is a party and participant of the aforementioned scheme by and through its actual

express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned scheme.

258. As alleged and set forth herein, and above, the Defendant, NuCare Services Corp., is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned scheme.

259. As alleged and set forth herein, and above, the Defendant, Erika Cruz, is a party and participant of the aforementioned scheme.

260. As alleged and set forth herein, and above, the Defendant, Tameeka Wolfe, is a party and participant of the aforementioned scheme.

261. As alleged and set forth herein, and above, the Defendant, Christina Wright, is a party and participant of the aforementioned scheme.

262. As alleged and set forth herein, and above, the Defendant, Sharessa Brookins, is a party and participant of the aforementioned scheme.

263. As alleged and set forth herein, and above, the Defendant, Christina Posada, is a party and participant of the aforementioned scheme.

264. As alleged and set forth herein, and above, the Defendant, Lisa Lash, is a party and participant of the aforementioned scheme.

265. As alleged and set forth herein, and above, Kathleen Napolitano, is a party and participant of the aforementioned scheme.

266. As alleged and set forth herein, and above, the Defendant, Moshe Siegal, is a party and participant of the aforementioned scheme.

267. As alleged and set forth herein, and above, the Defendant, Moises Alipala, is a party and participant of the aforementioned scheme.

268. As alleged and set forth herein, and above, Patricia Phillips, RN, is a party and participant of the aforementioned scheme.

269. With knowledge, and in furtherance of the aforementioned scheme, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Patricia Phillips, RN, Moshe Siegal, Moises Alipala, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, and the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp, by and through its actual express, implied and/or apparent agents, servants, and employees, including but not limited to, Moshe Siegal, and Moises Alipala, committed one or more of the following acts:

- a. The Defendant, Tameeka Wolfe, on or about March 30, 2017, assumed control, dominion, and/or ownership \$50,000.00 from Grace's JPMorgan Chase Bank account;
- b. The Defendant, Tameeka Wolfe, on or about March 30, 2017, assumed control, dominion, and/or ownership \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account;
- c. The Defendant, Christina Wright, on or about March 30, 2017, assumed control, dominion, and/or ownership \$15,000.00 from Grace's JPMorgan Chase Bank account;
- d. The Defendant, Sharessa Brookins, on or about March 30, 2017, assumed control, dominion, and/or ownership \$15,000.00 from Grace's JPMorgan Chase Bank account;
- e. The Defendant, Christina Posada, on or about March 30, 2017, assumed control, dominion, and/or ownership \$15,000.00 from Grace's JPMorgan Chase Bank account;
- f. The Defendant, Lisa Lash, on or about March 30, 2017, assumed control, dominion, and/or ownership \$15,000.00 from Grace's JPMorgan Chase Bank account;
- g. Kathleen Napolitano, on or about March 30, 2017, assumed

- control, dominion, and/or ownership \$15,000.00 from Grace's JPMorgan Chase Bank account;
- h. The Defendant, Christina Wright, on or about April 3, 2017, assumed control, dominion, and/or ownership \$5,000.00 from Grace's JPMorgan Chase Bank account;
  - i. The Defendant, Tameeka Wolfe, on or about April 6, 2017, added herself as a joint accountholder to Grace's TCF National Bank account;
  - j. The Defendant, Tameeka Wolfe, on or about April 19, 2017, assumed control, dominion, and/or ownership \$25,000.00 from Grace's JPMorgan Chase Bank account;
  - k. The Defendant, Christina Wright, on or about April 30, 2017, assumed control, dominion, and/or ownership \$5,000.00 from Grace's JPMorgan Chase Bank account;
  - l. The Defendant, Sharessa Brookins, on or about June 6, 2017, assumed control, dominion, and/or ownership \$30,000.00 from Grace's JPMorgan Chase Bank account;
  - m. The Defendant, Tameeka Wolfe, on or about August 4, 2017, assumed control, dominion, and/or ownership \$40,000.00 from Grace's JPMorgan Chase Bank account;
  - n. The Defendant, Christina Wright, on or about August 7, 2017, assumed control, dominion, and/or ownership \$50,000.00 from Grace's JPMorgan Chase Bank account;
  - o. The Defendant, Lisa Lash, on or about August 7, 2017, assumed control, dominion, and/or ownership \$50,000.00 from Grace's JPMorgan Chase Bank account;
  - p. Patricia Phillips, RN, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, assumed control, dominion, and/or ownership \$25,000.00 from Grace's JPMorgan Chase Bank account;
  - q. The Defendant, Christina Posada on or about September 1, 2017, assumed control, dominion, and/or ownership \$10,000.00 from Grace's JPMorgan Chase Bank account;
  - r. Patricia Phillips, RN, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, assumed control, dominion, and/or ownership \$25,000.00 from Grace's JPMorgan Chase Bank account;
  - s. The Defendant, Tameeka Wolfe, on or about January 26, 2018, assumed control, dominion, and/or ownership \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
  - t. The Defendant, Tameeka Wolfe, on or about February 5, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
  - u. The Defendant, Tameeka Wolfe, on or about February 12, 2018,

assumed control, dominion, and/or ownership \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;

- v. The Defendant, Tameeka Wolfe, on or about February 14, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- w. The Defendant, Tameeka Wolfe, on or about February 16, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- x. The Defendant, Christina Wright, on or about March 14, 2018, assumed control, dominion, and/or ownership \$45,347.07 from Grace's TCF National Bank account;
- y. The Defendant, Tameeka Wolfe, on or about March 19, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- z. The Defendant, Tameeka Wolfe, on or about April 2, 2018, assumed control, dominion, and/or ownership \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- aa. The Defendant, Tameeka Wolfe, on or about April 6, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- bb. The Defendant, Tameeka Wolfe, on or about April 16, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- cc. The Defendant, Tameeka Wolfe, on or about April 30, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- dd. The Defendant, Tameeka Wolfe, on or about June 4, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- ee. The Defendant, Tameeka Wolfe, on or about June 15, 2018, assumed control, dominion, and/or ownership \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, assumed control, dominion, and/or ownership \$197,434.82 from Grace's TCF National Bank accounts;

- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, assumed control, dominion, and/or ownership \$307,332.31 from Grace's Bank of America accounts;
- hh. Intentionally, consciously, and willingly withheld and/or concealed information from Grace Watanabe;
- ii. Intentionally, consciously, and willingly failed to report staff members that assumed control, dominion, and/or ownership Grace's finances to supervisory and/or management staff;
- jj. Intentionally, consciously, and willingly failed to report the conversion of Grace's assets to governmental and/or law enforcement agencies;
- kk. Intentionally, consciously, and willingly withheld and/or concealed discussions with other Defendants to get access and/or possession of Grace's checkbook and/or ATM/Debit cards;
- ll. Instructed other Defendants on when and/or where to deposit checks written from Grace's accounts;
- mm. Threatened to report other Defendants to a governmental and/or law enforcement agency if they discuss the scheme with any non-participant; and
- nn. Otherwise engaged in activities in furtherance of the scheme by and between the various Defendants.

270. As a result of the agreement between Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, Moises Alipala, and Patricia Phillips, RN, Grace suffered injuries a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a deprivation of her property in the amount of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT VIII**

**Charles Golbert v. Symphony Ivy, LLC**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count VIII.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, Symphony Ivy, LLC, Symacare HMG, LLC, Maestro Consulting Services, LLC, NuCare Services Corp., Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, Moises Alipala, and Patricia Phillips, RN, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720 ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

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Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).

A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. Upon information and belief, on or before March 30, 2017, a scheme was developed by Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN to financially exploit Grace Watanabe, which included a subsequent cover-up with the Defendants, Erika Cruz, Moshe Siegal, and Moises Alipala.



255. As alleged and set forth herein, and above, the Defendant, Symphony Ivy, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, whom were all parties and participants of the aforementioned scheme.

256. As alleged and set forth herein, and above, the Defendant, Symcare HMG, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned scheme.

257. As alleged and set forth herein, and above, the Defendant, Maestro Consulting Services, LLC, is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned scheme.

258. As alleged and set forth herein, and above, the Defendant, NuCare Services Corp., is a party and participant of the aforementioned scheme by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Moshe Siegal, and Moises Alipala, who were parties and participants of the aforementioned scheme.

259. As alleged and set forth herein, and above, the Defendant, Erika Cruz, is a party and participant of the aforementioned scheme.

260. As alleged and set forth herein, and above, the Defendant, Tameeka Wolfe, is a party and participant of the aforementioned scheme.

261. As alleged and set forth herein, and above, the Defendant, Christina Wright, is a

party and participant of the aforementioned scheme.

262. As alleged and set forth herein, and above, the Defendant, Sharessa Brookins, is a party and participant of the aforementioned scheme.

263. As alleged and set forth herein, and above, the Defendant, Christina Posada, is a party and participant of the aforementioned scheme.

264. As alleged and set forth herein, and above, the Defendant, Lisa Lash, is a party and participant of the aforementioned scheme.

265. As alleged and set forth herein, and above, Kathleen Napolitano, is a party and participant of the aforementioned scheme.

266. As alleged and set forth herein, and above, the Defendant, Moshe Siegal, is a party and participant of the aforementioned scheme.

267. As alleged and set forth herein, and above, the Defendant, Moises Alipala, is a party and participant of the aforementioned scheme.

268. As alleged and set forth herein, and above, Patricia Phillips, RN, is a party and participant of the aforementioned scheme.

269. With knowledge, and in furtherance of the aforementioned scheme, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Patricia Phillips, RN, Moshe Siegal, Moises Alipala, Symphony Ivy, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, and Kathleen Napolitano, and the Defendants, Symcare HMG, LLC, Maestro Consulting Services, LLC, and NuCare Services Corp, by and through its actual express, implied and/or apparent agents, servants, and employees, including but not limited to, Moshe Siegal, and

Moises Alipala, committed one or more of the following acts:

- a. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- b. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- c. The Defendant, Tameeka Wolfe, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- d. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- e. The Defendant, Tameeka Wolfe, knowingly obtained control of a check for her daughter Bianca Jurious, in the amount of \$6,500.00 from Grace through means of intimidation;
- f. The Defendant, Tameeka Wolfe, knowingly obtained control of a check for her daughter Bianca Jurious on or about March 30, 2017, in the amount of \$6,500 from Grace through means of deception;
- g. The Defendant, Tameeka Wolfe, issued a check to her daughter from Grace's account on March 30, 2017, in the amount of \$6,500.00 without Grace's knowledge and/or authority;
- h. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about March 30, 2017 for her signature and failed to inform Grace it was Bianca Jurious and/or the amount of the check;
- i. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's TCF National Bank account on April 6, 2017 through the means of intimidation;
- j. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's TCF National Bank account on or about April 6, 2017, through means of intimidation;
- k. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's TCF National Bank account on or about April 6, 2017, through mean of deception;
- l. Added herself as a joint accountholder on Grace's TCF National Bank account without Grace's authority and/or knowledge
- m. The Defendant, Tameeka Wolfe, presented Grace with the paperwork to add Tameeka as a joint accountholder to the TCF National Bank account and misrepresented the purpose and/or meaning of the paperwork;
- n. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about April 19, 2017, in the amount of \$25,000.00 from Grace through means of intimidation;
- o. The Defendant, Tameeka Wolfe, knowingly obtained control of a

- check on or about April 19, 2017, in the amount of \$25,000.00 from Grace through means of deception;
- p. The Defendant, Tameeka Wolfe, issued a check to herself from Grace's account on or about April 19, 2017, in the amount of \$25,000.00 without Grace's knowledge and/or authority;
- q. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about April 19, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- r. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about August 5, 2017, in the amount of \$40,000.00 from Grace through means of intimidation;
- s. The Defendant, Tameeka Wolfe, knowingly obtained control of a check on or about August 5, 2017, in the amount of \$40,000.00 from Grace through means of deception;
- t. The Defendant, Tameeka Wolfe, issued a check to herself from Grace's account on or about August 5, 2017, in the amount of \$40,000.00 without Grace's knowledge and/or authority;
- u. The Defendant, Tameeka Wolfe, presented Grace with a blank check on or about August 5, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- v. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about January 26, 2018, and transferred \$900.00 to herself Grace through means of intimidation;
- w. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about January 26, 2018, and transferred \$900.00 to herself through means of deception;
- x. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about January 26, 2018, in the amount of \$900.00 without Grace's knowledge and/or authority;
- y. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 5, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- z. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 5, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- aa. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 5, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- bb. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 12, 2018, and made two transfers to herself from Grace's JPMorgan Bank

- cc. account in the amount of \$4,000.00 through means of intimidation; The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 12, 2018, and made two transfers to herself from Grace's JPMorgan Bank account in the amount of \$4,000.00 through means of deception;
- dd. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 12, 2018, in the amount of \$4,000.00 without Grace's knowledge and/or authority;
- ee. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 14, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ff. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 14, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- gg. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 14, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- hh. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ii. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about February 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- jj. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about February 16, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- kk. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about March 19, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ll. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about March 19, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- mm. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about March 19, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- nn. The Defendant, Tameeka Wolfe, knowingly obtained control of

Grace's Zelle banking application on or about April 2, 2018, and transferred \$1,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;

- oo. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 2, 2018, and transferred \$1,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- pp. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 2, 2018, in the amount of \$1,00.00 without Grace's knowledge and/or authority;
- qq. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 6, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- rr. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 6, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- ss. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 6, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- tt. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- uu. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- vv. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 16, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- ww. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 30, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- xx. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about April 30, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- yy. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about April 30, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or

- authority;
- zz. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 4, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- aaa. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 4, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- bbb. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about June 4, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- ccc. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 15, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ddd. The Defendant, Tameeka Wolfe, knowingly obtained control of Grace's Zelle banking application on or about June 15, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- eee. The Defendant, Tameeka Wolfe, transferred money from Grace's Zelle banking application to herself on or about June 15, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- fff. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins knowingly took control of Grace's TCF National Bank accounts through means of intimidation and accessed, utilized, converted, and/or misappropriated \$197,434.82;
- ggg. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins knowingly took control of Grace's TCF National Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$197,434.82;
- hhh. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins spent \$197,434.82 from Grace's TCF National Bank accounts without Grace's knowledge and/or permission;
- iii. During the time period of March 30, 2017, through September 6, 2018, the Defendants, Tameeka Wolfe and/or Sharessa Brookins, misrepresented the purpose and/or amount spent from Grace's TCF National Bank accounts and spent \$197,434.82 for her personal and/or familial use;
- jjj. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00

- from Grace through means of intimidation;
- kkk. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- lll. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- mmm. Presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- nnn. The Defendant, Christina Wright, knowingly obtained control of a check on or about Aril 3, 2017, in the amount of \$5,000.00 from Grace through means of intimidation;
- ooo. The Defendant, Christina Wright, knowingly obtained control of a check on or about April 3, 2017, in the amount of \$5,000.00 from Grace through means of deception;
- ppp. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about April 3, 2017, in the amount of \$5,000.00 without Grace's knowledge and/or authority;
- qqq. The Defendant, Christina Wright, presented Grace with a blank check on or about April 3, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- rrr. The Defendant, Christina Wright, knowingly obtained control of a check on or about Aril 30, 2017, in the amount of \$5,000.00 from Grace through means of intimidation;
- sss. The Defendant, Christina Wright, knowingly obtained control of a check on or about April 30, 2017, in the amount of \$5,000.00 from Grace through means of deception;
- ttt. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about April 30, 2017, in the amount of \$5,000.00 without Grace's knowledge and/or authority;
- uuu. The Defendant, Christina Wright, presented Grace with a blank check on or about April 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- vvv. The Defendant, Christina Wright, knowingly obtained control of a check on or about May 16, 2017, in the amount of \$40,000.00 from Grace through means of intimidation;
- www. The Defendant, Christina Wright, knowingly obtained control of a check on or about May 16, 2017, in the amount of \$40,000.00 from Grace through means of deception;
- xxx. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about May 16, 2017, in the amount of \$40,000.00 without Grace's knowledge and/or authority;
- yyy. The Defendant, Christina Wright, presented Grace with a blank check on or about May 16, 2017 for her signature and misrepresented the amount of and/or purpose of the check;



- zzz. The Defendant, Christina Wright, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- aaaa. The Defendant, Christina Wright, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- bbbb. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about August 7, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- cccc. The Defendant, Christina Wright, presented Grace with a blank check on or about August 7, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- dddd. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 14, 2018 in the amount of \$45,347.07 from Grace through means of intimidation;
- eeee. The Defendant, Christina Wright, knowingly obtained control of a check on or about March 14, 2018, in the amount of \$45,347.07 from Grace through means of deception;
- ffff. The Defendant, Christina Wright, issued a check to herself from Grace's account on or about March 14, 2018 in the amount of \$45,347.07 without Grace's knowledge and/or authority;
- gggg. The Defendant, Christina Wright, presented Grace with a blank check on or about March 14, 2018 for her signature and misrepresented the amount of and/or purpose of the check;
- hhhh. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, knowingly took control of Grace's JPMorgan Chase Bank accounts through means of intimidation and accessed, utilized, converted, and/or misappropriated \$307,332.31;
- iiii. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, knowingly took control of Grace's JPMorgan Chase Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$307,332.31;
- jjjj. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, spent \$307,332.31;from Grace's JPMorgan Chase Bank accounts without Grace's knowledge and/or permission;
- kkkk. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented the purpose and/or amount spent from Grace's JPMorgan Chase Bank accounts and spent \$307,332.31 for her personal use;
- llll. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- mmmm. The Defendant, Sharessa Brookins, knowingly obtained control of

- a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- nnnn. The Defendant, Sharessa Brookins, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- oooo. The Defendant, Sharessa Brookins, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- pppp. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about June 6, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- qqqq. The Defendant, Sharessa Brookins, knowingly obtained control of a check on or about June 6, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- rrrr. The Defendant, Sharessa Brookins, issued a check to herself from Grace's account on or about June 6, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- ssss. The Defendant, Sharessa Brookins, presented Grace with a blank check on or about June 6, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- tttt. The Defendant, Christina Posada, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- uuuu. The Defendant, Christina Posada, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- vvvv. The Defendant, Christina Posada, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- wwww. The Defendant, Christina Posada, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- xxxx. The Defendant, Christina Posada, knowingly obtained control of a check on or about September 1, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- yyyy. The Defendant, Christina Posada, knowingly obtained control of a check on or about September 1, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- zzzz. The Defendant, Christina Posada, issued a check to herself from Grace's account on or about September 1, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- aaaa. The Defendant, Christina Posada, presented Grace with a blank check on or about September 1, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- bbbb. The Defendant, Lisa Lash, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from

- Grace through means of intimidation;
- cccc. The Defendant, Lisa Lash, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- dddd. The Defendant, Lisa Lash, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- eeee. The Defendant, Lisa Lash, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- ffff. The Defendant, Lisa Lash, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- ggggg. The Defendant, Lisa Lash, knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- hhhhh. The Defendant, Lisa Lash, issued a check to herself from Grace's account on or about August 7, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- iiii. The Defendant, Lisa Lash, presented Grace with a blank check on or about August 7, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- jjjj. Kathleen Napolitano, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- kkkkk. Kathleen Napolitano, knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- llll. Kathleen Napolitano, issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority; and
- mmmmm. Kathleen Napolitano, presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check.
- nnnnn. Intentionally, consciously, and willingly instructed other Defendants not to file a report concerning the financial exploitation and/or abuse, conversion, and/or misappropriation of Grace' assets with law enforcement;
- ooooo. Intentionally, consciously, and willingly failed to terminate the various Defendants participating in the scheme;
- ppppp. Intentionally, consciously, and willingly withheld information from governmental and/or law enforcement agencies;
- qqqqq. Intentionally, consciously, and willingly withheld and/or concealed information from Grace Watanabe;
- rrrrr. Intentionally, consciously, and willingly failed to report staff members that accessed, utilized, converted, and/or misappropriated

Grace's finances to supervisory and/or management staff;  
 sssss. Intentionally, consciously, and willingly failed to report the  
 conduct of various Defendants to governmental and/or law  
 enforcement agencies;  
 ttttt. Intentionally, consciously, and willingly withheld and/or concealed  
 discussions with other Defendants to get access and/or possession  
 of Grace's checkbook and/or ATM/Debit cards;  
 uuuuu. Instructed other Defendants on when and/or where to deposit  
 checks written from Grace's accounts;  
 vvvvv. Threatened to report other Defendants to a governmental and/or  
 law enforcement agency if they discuss the scheme with any non-  
 participant; and  
 wwwww. Otherwise engaged in activities in furtherance of the scheme by  
 and between the various Defendants.

270. As a result of the agreement between Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, Moises Alipala, and Patricia Phillips, RN Grace was financially exploited and suffered a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symphony Ivy, LLC, an Illinois Limited Liability Company d/b/a Symphony Residences of Lincoln Park, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT IX**  
**Charles Golbert v. Symphony Ivy, LLC**  
 (Common Law Negligence)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symphony Ivy, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count IX.

251. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a statutory duty not to violate the rights of any resident of the facility, which included the duty not to abuse or neglect any resident, as provided by the Act as follows:

Each resident shall have the right to be free from mental, emotional, social, and physical abuse and neglect and exploitation. [89 Ill. Admin. Code, Ch. I §146.250(e)(1)]

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“Neglect” means a failure by the SLF to notify the appropriate health care professional, to provide or arrange necessary services to avoid physical or psychological harm to a resident or to terminate the residency of a resident whose needs can no longer be met by the SLF, causing an avoidable decline in function. Neglect may be either passive (non-malicious) or willful. [88Ill. Admin. Code, Ch. I, §146.205]

252. At all times relevant to this Complaint, various nurses, CNAs, PALs, and other administrative and managerial staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, and Kathleen Napolitano, were the actual agents, implied agents, apparent agents, servants and/or employees of the Defendant, Symphony Ivy, LLC, and were acting within the scope of their agency and/or employment relationship with Defendant, Symphony Ivy, LLC, and as such, Defendant, Symphony Ivy, LLC, is vicariously liable for the acts and/or omissions of various nurses, CNAs, PALs, and other administrative and managerial staff members.

253. At all times relevant to this Complaint, the Defendant, Symphony Ivy, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to exercise reasonable care and caution in the care, treatment, and supervision of any resident of

Symphony Residences of Lincoln Park, including, but not limited to, Grace.

254. The Defendant, Symphony Ivy, LLC, through its actual, implied, and/or apparent agents, servants, and employees, was negligent in the care and treatment of Grace by one or more of the following statutory violations and negligent acts and/or omissions:

- a. In violation of the 89 Ill. Admin. Code, Ch. I, §146.205, failed to protect Grace from neglect;
- b. In violation of 89 Ill. Admin. Code, Ch. I, §146.255(d)(5), failed to terminate Catherine's residency when they knew or should have known that they could no longer provide services that were adequate to meet the needs of Grace;
- c. In violation of 89 Ill. Admin. Code, Ch. I, §146.235, failed to properly train and hire staff and employees as mandated to ensure the safety and welfare of the residents, including Grace;
- d. Failed to properly supervise and monitor Grace while she was in the facility;
- e. Failed to ensure that Grace received the necessary care, supervision, and assistance to prevent her from being financially exploited;
- f. Failed to determine that Grace required nursing care and/or skilled services.

255. As a direct and proximate result of one or more of the Defendant, Symphony Ivy LLC's, statutory violations and negligent acts and/or omissions, Grace suffered injuries of a personal and pecuniary nature including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgment be entered against the Defendant, Symphony Ivy, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT X**  
**Charles Golbert v. Symcare HMG, LLC**  
**(Common Law Negligence )**

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symcare HMG, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count X.

251. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, was a related party to Symphony Residences of Lincoln Park as defined by the Centers for Medicare Services.

252. At all times relevant to this Complaint, Grace's overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

253. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, through its actual, implied and/or apparent agents, servants and employees, knew or should have known that Grace required supervision and assistance with activities of daily living continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

254. At all times relevant to this Complaint, Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

255. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC,

through its actual, implied, and/or apparent agents, servants, and employees, knew or should have known that Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

256. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to provide Grace with supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets.

257. During the time period of March 30, 2017, through September 6, 2018, Grace was financially exploited and/or abused, and/or had her assets converted and/or misappropriated in the amount of \$715,000.00.

258. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to use the skill and care ordinarily used by a reasonably careful management company in the operation and/or management of Symphony Residences of Lincoln Park.

259. The Defendant, Symcare HMG, LLC, through its actual, implied, and/or apparent agents, servants, and employees, was negligent in the management and operation of Symphony Residences of Lincoln Park by one or more of the following negligent acts and/or omissions:

- a. Failed to allocate sufficient resources to adequately staff the facility to provide appropriate supervision when it knew or should have known that the facility was understaffed and unable to provide reasonable monitoring and supervision to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;
- b. Failed to adequately hire trained administrative and supervisory staff, and/or adequately train the administrative and supervisory



staff to provide appropriate monitoring and supervision to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;

- c. Inappropriately allocated excessive funds to itself, thereby draining the facility of the resources necessary to maintain sufficient and appropriately trained staff to supervise residents and prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;
- d. Failed to ensure that the facility's policies and procedures were properly implemented and followed;
- e. Failed to properly and timely report financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets once discovered;
- f. Failed to train staff members on reporting financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets; and
- g. Failed to implement appropriate safeguards to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets.

260. As a direct and proximate result of one or more of the Defendant, Symcare HMG, LLC's, negligent acts and/or omissions, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XI**

**Charles Golbert v. Symcare HMG, LLC**

(Common Law Negligent Retention, and Supervision of an Employee)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant,

Symcare HMG, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XI.

251. At all times relevant to this Complaint, employers, like the Defendant, Symcare HMG, LLC, had a duty to act reasonably in hiring, supervising, and retaining its employees.

252. At all times relevant to this Complaint, a master, like the Defendant, Symcare HMG, LLC, had the duty to supervise its servants.

253. The initiation and existence of an employment relationship imposes a duty upon an employer, like the Defendant, Symcare HMG, LLC, to exercise reasonable care in employing only competent individuals.

254. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, had a duty to retain employees who are fit and competent, to supervise their employees, and to implement measures to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

255. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, had a duty to train its employees to conduct themselves in a safe manner and in accordance with all applicable laws, regulations, and facility policies in order to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

256. At all times relevant to this Complaint, it was foreseeable that a resident of a supportive living facility could be harmed by an employer, like the Defendant, Symcare HMG, LLC's, failure to act reasonably in hiring, supervising, and retaining staff members who do not act appropriately when providing care or otherwise interacting with residents suffering from

dementia.

257. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, hired, retained and supervised Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, and knew, or should have known, that Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, posed a threat of financial exploitation of an elderly person and/or fraudulent conduct.

258. On or after March 30, 2017, the Defendant, Symcare HMG, LLC, knew, or in the exercise of reasonable and prudent diligence, should have known the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, were incompetent and unfit to perform the duties for which they were employed, and that undue risks to persons such as Grace would result by way of their inappropriate conduct.

259. At all times relevant to this Complaint, based on the conduct of the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, the Defendant, Symcare HMG, LLC, knew or should have known that the unfitness for their positions of employment created a danger of harm to residents, including Grace.

260. The Defendant, Symcare HMG, LLC, was negligent by breaching the duty of care by retaining and failing to supervise, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, who had known propensities for inappropriate and/or unlawful behavior including, financial exploitation of an elderly or disabled person, conversion, and fraud.

261. The Defendant, Symcare HMG, LLC, knew or should have known that Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, engaged in inappropriate and/or unlawful behavior, including, financial exploitation of an elderly or disabled person, conversion, and fraud.

262. The Defendant, Symcare HMG, LLC, breached its duty of care by failing to implement measures to protect its residents, like Grace, from foreseeable risks, unreasonable risk of harm, and the recurrence of employee behavior of which it had prior notice.

263. The Defendant, Symcare HMG, LLC, failed to immediately terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraud of Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, but retained them so that they may continue exploiting, abusing, and defrauding her.

264. As a direct, legal, and proximate result of the Defendant, Symcare HMG, LLC,'s failure to train, supervise, and terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraudulent conduct towards Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, Grace has suffered injuries of a personal and pecuniary nature, including, but not limited to the loss of over \$715,000.00 dollars, severe emotional distress, a loss of dignity and self-respect, all of which she continues to suffer from today.

**WHEREFORE**, The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and

through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgment be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT XII**  
**Charles Golbert v. Symcare HMG, LLC**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symcare HMG, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XII.

251. At all times relevant to this Complaint, the Defendant, Symcare HMG, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Symcare HMG, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Moshe Siegal, and Moises Alipala, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action

- to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- c. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
  - d. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
  - e. The Defendant, Moshe Siegal, failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
  - f. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
  - g. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
  - h. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
  - i. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
  - j. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
  - k. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge

of said actions;

- l. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- m. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- n. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds;
- o. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- p. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- q. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- r. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- s. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- t. The Defendant, Moises Alipala, failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- u. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or

- v. misappropriated Grace's finances and failed to report said activity; The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- w. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- x. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- y. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- z. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- aa. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- bb. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- cc. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds; and
- dd. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances.



253. As a direct, legal, and proximate result of one or more of the Defendant, Symcare HMG, LLC's, breach of fiduciary duties, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Moshe Siegal, and Moises Alipala, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XIII**  
**Charles Golbert v. Symcare HMG, LLC**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symcare HMG, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XIII.

251. At all times relevant, the Defendant, Symcare HMG, LLC, owed Grace a duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Symcare HMG, LLC, by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Moshe

Siegal, and Moises Alipala, committed one or more of the following acts and/or omissions with the intent to prevent Grace from filing a report and/or lawsuit against Symphony Residences of Lincoln Park, and/or Symcare HMG, LLC:

- a. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- g. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's

JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- h. The Defendant, Moshe Siegal, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- i. The Defendant, Moshe Siegal, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not readily available to Grace;
- j. The Defendant, Moshe Siegal, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- k. The Defendant, Moshe Siegal, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- l. The Defendant, Moshe Siegal, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- m. The Defendant, Moshe Siegal, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- n. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- o. The Defendant, Moshe Siegal, on or about August 7, 2017,

- concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Moshe Siegal, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Moshe Siegal, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Moshe Siegal, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- s. The Defendant, Moshe Siegal, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Moshe Siegal, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- u. The Defendant, Moshe Siegal, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- v. The Defendant, Moshe Siegal, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe,

accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- w. The Defendant, Moshe Siegal, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Moshe Siegal, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- y. The Defendant, Moshe Siegal, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- z. The Defendant, Moshe Siegal, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Moshe Siegal, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bb. The Defendant, Moshe Siegal, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- cc. The Defendant, Moshe Siegal, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- dd. The Defendant, Moshe Siegal, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ee. The Defendant, Moshe Siegal, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace;
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace;
- hh. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ii. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld

- this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- jj. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- kk. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ll. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- mm. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- nn. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- oo. The Defendant, Moises Alipala, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- pp. The Defendant, Moises Alipala, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not readily available to Grace;
- qq. The Defendant, Moises Alipala, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe,

- accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- rr. The Defendant, Moises Alipala, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ss. The Defendant, Moises Alipala, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- tt. The Defendant, Moises Alipala, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- uu. The Defendant, Moises Alipala, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- vv. The Defendant, Moises Alipala, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ww. The Defendant, Moises Alipala, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- xx. The Defendant, Moises Alipala, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;



- yy. The Defendant, Moises Alipala, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- zz. The Defendant, Moises Alipala, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aaa. The Defendant, Moises Alipala, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bbb. The Defendant, Moises Alipala, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ccc. The Defendant, Moises Alipala, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ddd. The Defendant, Moises Alipala, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- eee. The Defendant, Moises Alipala, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the

- significance of the transaction was not readily available to Grace;
- fff. The Defendant, Moises Alipala, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ggg. The Defendant, Moises Alipala, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- hhh. The Defendant, Moises Alipala, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- iii. The Defendant, Moises Alipala, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- jjj. The Defendant, Moises Alipala, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- kkk. The Defendant, Moises Alipala, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- lll. The Defendant, Moises Alipala, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00

from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

mmm. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moises Alipala, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace; and

nnn. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moises Alipala, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace.

254. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Symcare HMG, LLC, by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendant, Symcare HMG, LLC, and may have been prevented and/or deterred from filing a claim against the Defendant, Symcare HMG, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty-

Thousand Dollars (\$50,000.00).

**COUNT XIV**

**Charles Golbert v. Symcare HMG, LLC**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symcare HMG, LLC. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as as paragraphs 1 through 270 of Count XIV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XV**

**Charles Golbert v. Symcare HMG, LLC**

(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symcare HMG, LLC. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 270 of Count XV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian

of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XVI**

**Charles Golbert v. Symcare HMG, LLC**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Symcare HMG, LLC. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count XVI.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Symcare HMG, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XVII**

**Charles Golbert v. Maestro Consulting Services, LLC**

(Common Law Negligence )

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through paragraphs 1 through 250 of Count XVII.

251. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, was a related party to Symphony Residences of Lincoln Park as defined by the Centers for Medicare Services.

252. At all times relevant to this Complaint, Grace's overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

253. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, through its actual, implied and/or apparent agents, servants and employees, knew or should have known that Grace required supervision and assistance with activities of daily living continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

254. At all times relevant to this Complaint, Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

255. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, through its actual, implied, and/or apparent agents, servants, and employees, knew or should have known that Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

256. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to provide Grace with supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets.

257. During the time period of March 30, 2017, through September 6, 2018, Grace was financially exploited and/or abused, and/or had her assets converted and/or misappropriated in the amount of \$715,000.00.

258. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to use the skill and care ordinarily used by a reasonably careful management company in the operation and/or management of Symphony Residences of Lincoln Park.

259. The Defendant, Maestro Consulting Services, LLC, through its actual, implied, and/or apparent agents, servants, and employees, was negligent in the management and operation of Symphony Residences of Lincoln Park by one or more of the following negligent acts and/or omissions:

- a. Failed to allocate sufficient resources to adequately staff the facility to provide appropriate supervision when it knew or should have known that the facility was understaffed and unable to provide reasonable monitoring and supervision to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;
- b. Failed to adequately hire trained administrative and supervisory staff, and/or adequately train the administrative and supervisory staff to provide appropriate monitoring and supervision to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;
- c. Inappropriately allocated excessive funds to itself, thereby draining

the facility of the resources necessary to maintain sufficient and appropriately trained staff to supervise residents and prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;

- d. Failed to ensure that the facility's policies and procedures were properly implemented and followed;
- e. Failed to properly and timely report financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets once discovered;
- f. Failed to train staff members on reporting financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets; and
- g. Failed to implement appropriate safeguards to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets.

260. As a direct and proximate result of one or more of the Defendant, Maestro Consulting Services, LLC's, negligent acts and/or omissions, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgment be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT XVIII**

**Charles Golbert v. Maestro Consulting Services, LLC**

(Common Law Negligent Retention, and Supervision of an Employee)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:



1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XVIII.

251. At all times relevant to this Complaint, employers, like the Defendant, Maestro Consulting Services, LLC, had a duty to act reasonably in hiring, supervising, and retaining its employees.

252. At all times relevant to this Complaint, a master, like the Defendant, Maestro Consulting Services, LLC, had the duty to supervise its servants.

253. The initiation and existence of an employment relationship imposes a duty upon an employer, like the Defendant, Maestro Consulting Services, LLC, to exercise reasonable care in employing only competent individuals.

254. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, had a duty to retain employees who are fit and competent, to supervise their employees, and to implement measures to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

255. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, had a duty to train its employees to conduct themselves in a safe manner and in accordance with all applicable laws, regulations, and facility policies in order to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

256. At all times relevant to this Complaint, it was foreseeable that a resident of a supportive living facility could be harmed by an employer, like the Defendant, Maestro Consulting Services, LLC's, failure to act reasonably in hiring, supervising, and retaining staff

members who do not act appropriately when providing care or otherwise interacting with residents suffering from dementia.

257. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, hired, retained and supervised Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, and knew, or should have known, that Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, posed a threat of financial exploitation of an elderly person and/or fraudulent conduct.

258. On or after March 30, 2017, the Defendant, Maestro Consulting Services, LLC, knew, or in the exercise of reasonable and prudent diligence, should have known the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, were incompetent and unfit to perform the duties for which they were employed, and that undue risks to persons such as Grace would result by way of their inappropriate conduct.

259. At all times relevant to this Complaint, based on the conduct of the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, the Defendant, Maestro Consulting Services, LLC, knew or should have known that the unfitness for their positions of employment created a danger of harm to residents, including Grace.

260. The Defendant, Maestro Consulting Services, LLC, was negligent by breaching the duty of care by retaining and failing to supervise, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, who had known propensities for inappropriate and/or unlawful behavior

including, financial exploitation of an elderly or disabled person, conversion, and fraud.

261. The Defendant, Maestro Consulting Services, LLC, knew or should have known that Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, engaged in inappropriate and/or unlawful behavior, including, financial exploitation of an elderly or disabled person, conversion, and fraud.

262. The Defendant, Maestro Consulting Services, LLC, breached its duty of care by failing to implement measures to protect its residents, like Grace, from foreseeable risks, unreasonable risk of harm, and the recurrence of employee behavior of which it had prior notice.

263. The Defendant, Maestro Consulting Services, LLC, failed to immediately terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraud of Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, but retained them so that they may continue exploiting, abusing, and defrauding her.

264. As a direct, legal, and proximate result of the Defendant, Maestro Consulting Services, LLC's failure to train, supervise, and terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraudulent conduct towards Grace, including, but not limited to, the Defendants, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, Grace has suffered injuries of a personal and pecuniary nature, including, but not limited to the loss of over \$715,000.00 dollars, severe emotional distress, a loss of dignity and self-respect, all of which she continues to suffer from today.

**WHEREFORE**, The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as

Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgment be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT XIX**  
**Charles Golbert v. Maestro Consulting Services, LLC**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XIX.

251. At all times relevant to this Complaint, the Defendant, Maestro Consulting Services, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Maestro Consulting Services, LLC, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Moshe Siegal, and Moises Alipala, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences

of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;

- c. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- d. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- e. The Defendant, Moshe Siegal, failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- f. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- g. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- h. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- i. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- j. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- k. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity

when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;

- l. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- m. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- n. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds;
- o. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- p. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- q. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- r. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- s. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- t. The Defendant, Moises Alipala, failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- u. The Defendant, Moises Alipala, failed to act with trust on and after

- March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- v. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- w. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- x. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- y. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- z. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- aa. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- bb. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- cc. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds; and
- dd. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she

discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances.

253. As a direct, legal, and proximate result of one or more of the Defendant, Maestro Consulting Services, LLC's, breach of fiduciary duties, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Moshe Siegal, and Moises Alipala, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XX**  
**Charles Golbert v. Maestro Consulting Services, LLC**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XX.

251. At all times relevant, the Defendant, Maestro Consulting Services, LLC, owed Grace a duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.



252. The Defendant, Maestro Consulting Services, LLC, by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, committed one or more of the following acts and/or omissions with the intent to prevent Grace from filing a report and/or lawsuit against Symphony Residences of Lincoln Park, and/or Maestro Consulting Services, LLC:

- a. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the

- significance of the transaction was not readily available to Grace;
- g. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- h. The Defendant, Moshe Siegal, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- i. The Defendant, Moshe Siegal, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not readily available to Grace;
- j. The Defendant, Moshe Siegal, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- k. The Defendant, Moshe Siegal, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- l. The Defendant, Moshe Siegal, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- m. The Defendant, Moshe Siegal, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- n. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00

- from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- o. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Moshe Siegal, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Moshe Siegal, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Moshe Siegal, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- s. The Defendant, Moshe Siegal, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Moshe Siegal, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- u. The Defendant, Moshe Siegal, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this

information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- v. The Defendant, Moshe Siegal, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- w. The Defendant, Moshe Siegal, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Moshe Siegal, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- y. The Defendant, Moshe Siegal, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- z. The Defendant, Moshe Siegal, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Moshe Siegal, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bb. The Defendant, Moshe Siegal, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00

from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- cc. The Defendant, Moshe Siegal, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- dd. The Defendant, Moshe Siegal, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ee. The Defendant, Moshe Siegal, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace;
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace;
- hh. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ii. The Defendant, Moises Alipala, on or about March 30, 2017,

- concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- jj. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- kk. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ll. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- mm. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- nn. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- oo. The Defendant, Moises Alipala, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- pp. The Defendant, Moises Alipala, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace

despite his knowledge of the significance of the action was not readily available to Grace;

- qq. The Defendant, Moises Alipala, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- rr. The Defendant, Moises Alipala, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ss. The Defendant, Moises Alipala, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- tt. The Defendant, Moises Alipala, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- uu. The Defendant, Moises Alipala, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- vv. The Defendant, Moises Alipala, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ww. The Defendant, Moises Alipala, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- xx. The Defendant, Moises Alipala, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada,

- accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- yy. The Defendant, Moises Alipala, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- zz. The Defendant, Moises Alipala, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aaa. The Defendant, Moises Alipala, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bbb. The Defendant, Moises Alipala, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ccc. The Defendant, Moises Alipala, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ddd. The Defendant, Moises Alipala, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- eee. The Defendant, Moises Alipala, on or about March 14, 2018,



- concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- fff. The Defendant, Moises Alipala, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ggg. The Defendant, Moises Alipala, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- hhh. The Defendant, Moises Alipala, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- iii. The Defendant, Moises Alipala, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- jjj. The Defendant, Moises Alipala, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- kkk. The Defendant, Moises Alipala, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance

- of the transaction was not readily available to Grace;
- iii. The Defendant, Moises Alipala, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - mmm. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moises Alipala, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace; and
  - nnn. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moises Alipala, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace.

254. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Maestro Consulting Services, LLC, by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendant, Maestro Consulting Services, LLC, and may have been prevented and/or deterred from filing a claim against the Defendant, Maestro Consulting Services, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys,

the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXI**

**Charles Golbert v. Maestro Consulting Services, LLC**  
(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count XXI.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXII**

**Charles Golbert v. Maestro Consulting Services, LLC**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1

through 270 of Count XXII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXIII**

**Charles Golbert v. Maestro Consulting Services, LLC**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Maestro Consulting Services, LLC. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count XXIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Maestro Consulting Services, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXIV**

**Charles Golbert v. NuCare Services Corp.**

(Common Law Negligence )

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys,

the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXIV.

251. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., was a related party to Symphony Residences of Lincoln Park as defined by the Centers for Medicare Services.

252. At all times relevant to this Complaint, Grace's overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

253. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., through its actual, implied and/or apparent agents, servants and employees, knew or should have known that Grace required supervision and assistance with activities of daily living continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

254. At all times relevant to this Complaint, Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

255. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., through its actual, implied, and/or apparent agents, servants, and employees, knew or should have known that Grace was at risk for being financially exploited and/or abused, and/or having

her assets converted and/or misappropriated.

256. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., through its actual, implied, and/or apparent agents, servants, and employees, had a duty to provide Grace with supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets.

257. During the time period of March 30, 2017, through September 6, 2018, Grace was financially exploited and/or abused, and/or had her assets converted and/or misappropriated in the amount of \$715,000.00.

258. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., through its actual, implied, and/or apparent agents, servants, and employees, had a duty to use the skill and care ordinarily used by a reasonably careful management company in the operation and/or management of Symphony Residences of Lincoln Park.

259. The Defendant, NuCare Services Corp., through its actual, implied, and/or apparent agents, servants, and employees, was negligent in the management and operation of Symphony Residences of Lincoln Park by one or more of the following negligent acts and/or omissions:

- a. Failed to allocate sufficient resources to adequately staff the facility to provide appropriate supervision when it knew or should have known that the facility was understaffed and unable to provide reasonable monitoring and supervision to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;
- b. Failed to adequately hire trained administrative and supervisory staff, and/or adequately train the administrative and supervisory staff to provide appropriate monitoring and supervision to prevent financial exploitation and/or abuse, and/or the conversion and/or

- c. misappropriation of assets; Inappropriately allocated excessive funds to itself, thereby draining the facility of the resources necessary to maintain sufficient and appropriately trained staff to supervise residents and prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets;
- d. Failed to ensure that the facility's policies and procedures were properly implemented and followed;
- e. Failed to properly and timely report financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets once discovered;
- f. Failed to train staff members on reporting financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets; and
- g. Failed to implement appropriate safeguards to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets.

260. As a direct and proximate result of one or more of the Defendant, NuCare Services Corp.'s, negligent acts and/or omissions, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXV**

**Charles Golbert v. NuCare Services Corp.**

(Common Law Negligent Retention, and Supervision of an Employee)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXV.

251. At all times relevant to this Complaint, employers, like the Defendant, NuCare Services Corp., had a duty to act reasonably in hiring, supervising, and retaining its employees.

252. At all times relevant to this Complaint, a master, like the Defendant, NuCare Services Corp., had the duty to supervise its servants.

253. The initiation and existence of an employment relationship imposes a duty upon an employer, like the Defendant, NuCare Services Corp., to exercise reasonable care in employing only competent individuals.

254. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., had a duty to retain employees who are fit and competent, to supervise their employees, and to implement measures to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

255. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., had a duty to train its employees to conduct themselves in a safe manner and in accordance with all applicable laws, regulations, and facility policies in order to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

256. At all times relevant to this Complaint, it was foreseeable that a resident of a supportive living facility could be harmed by an employer, like the Defendant, NuCare Services Corp.'s, failure to act reasonably in hiring, supervising, and retaining staff members who do not act appropriately when providing care or otherwise interacting with residents suffering from dementia.



257. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., hired, retained and supervised Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, and knew, or should have known, that Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, posed a threat of financial exploitation of an elderly person and/or fraudulent conduct.

258. On or after March 30, 2017, the Defendant, NuCare Services Corp., knew, or in the exercise of reasonable and prudent diligence, should have known the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, were incompetent and unfit to perform the duties for which they were employed, and that undue risks to persons such as Grace would result by way of their inappropriate conduct.

259. At all times relevant to this Complaint, based on the conduct of the staff members, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, the Defendant, NuCare Services Corp., knew or should have known that the unfitness for their positions of employment created a danger of harm to residents, including Grace.

260. The Defendant, NuCare Services Corp., was negligent by breaching the duty of care by retaining and failing to supervise, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, who had known propensities for inappropriate and/or unlawful behavior including, financial exploitation of an elderly or disabled person, conversion, and fraud.

261. The Defendant, NuCare Services Corp., knew or should have known that Erika

Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, engaged in inappropriate and/or unlawful behavior, including, financial exploitation of an elderly or disabled person, conversion, and fraud.

262. The Defendant, NuCare Services Corp., breached its duty of care by failing to implement measures to protect its residents, like Grace, from foreseeable risks, unreasonable risk of harm, and the recurrence of employee behavior of which it had prior notice.

263. The Defendant, NuCare Services Corp., failed to immediately terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraud of Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, but retained them so that they may continue exploiting, abusing, and defrauding her.

264. As a direct, legal, and proximate result of the Defendant, NuCare Services Corp.'s failure to train, supervise, and terminate the employees involved in the financial exploitation and/or abuse, conversion, and fraudulent conduct towards Grace, including, but not limited to, Erika Cruz, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, Moshe Siegal, and Moises Alipala, Grace has suffered injuries of a personal and pecuniary nature, including, but not limited to the loss of over \$715,000.00 dollars, severe emotional distress, a loss of dignity and self-respect, all of which she continues to suffer from today.

**WHEREFORE**, The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a

judgment be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT XXVI**  
**Charles Golbert v. NuCare Services Corp.**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXVI.

253. At all times relevant to this Complaint, the Defendant, NuCare Services Corp., by and through its actual express, implied and/or apparent agents, servants, and employees, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

254. The Defendant, NuCare Services Corp., by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Moshe Siegal, and Moises Alipala, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;

- c. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- d. The Defendant, Moshe Siegal, failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- e. The Defendant, Moshe Siegal, failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- f. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- g. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- h. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- i. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- j. The Defendant, Moshe Siegal, failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- k. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- l. The Defendant, Moshe Siegal, failed to act with due care on and

after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;

- m. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- n. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds;
- o. The Defendant, Moshe Siegal, failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- p. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- q. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- r. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- s. The Defendant, Moises Alipala, failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- t. The Defendant, Moises Alipala, failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- u. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- v. The Defendant, Moises Alipala, failed to act with trust on and after

March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;

- w. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- x. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- y. The Defendant, Moises Alipala, failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- z. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- aa. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- bb. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- cc. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds; and
- dd. The Defendant, Moises Alipala, failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances.

253. As a direct, legal, and proximate result of one or more of the Defendant, NuCare

Services Corp.'s, breach of fiduciary duties, by and through its actual express, implied and/or apparent agents, servants, and employees, including, but not limited to the Defendants, Moshe Siegal, and Moises Alipala, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXVII**  
**Charles Golbert v. NuCare Services Corp.**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXVII.

251. At all times relevant, the Defendant, NuCare Services Corp., owed Grace a duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, NuCare Services Corp., by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, committed one or more of the following acts and/or omissions with

the intent to prevent Grace from filing a report and/or lawsuit against Symphony Residences of Lincoln Park, and/or NuCare Services Corp.:

- a. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- g. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance



- of the transaction was not readily available to Grace;
- h. The Defendant, Moshe Siegal, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - i. The Defendant, Moshe Siegal, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not readily available to Grace;
  - j. The Defendant, Moshe Siegal, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - k. The Defendant, Moshe Siegal, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - l. The Defendant, Moshe Siegal, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - m. The Defendant, Moshe Siegal, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - n. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
  - o. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from

- Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Moshe Siegal, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Moshe Siegal, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Moshe Siegal, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- s. The Defendant, Moshe Siegal, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Moshe Siegal, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- u. The Defendant, Moshe Siegal, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- v. The Defendant, Moshe Siegal, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle

online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- w. The Defendant, Moshe Siegal, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Moshe Siegal, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- y. The Defendant, Moshe Siegal, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- z. The Defendant, Moshe Siegal, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Moshe Siegal, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bb. The Defendant, Moshe Siegal, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- cc. The Defendant, Moshe Siegal, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe,

accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- dd. The Defendant, Moshe Siegal, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ee. The Defendant, Moshe Siegal, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace;
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace;
- hh. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ii. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- jj. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- kk. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ll. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- mm. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- nn. The Defendant, Moises Alipala, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- oo. The Defendant, Moises Alipala, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- pp. The Defendant, Moises Alipala, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not readily available to Grace;
- qq. The Defendant, Moises Alipala, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally

- withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- rr. The Defendant, Moises Alipala, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ss. The Defendant, Moises Alipala, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- tt. The Defendant, Moises Alipala, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- uu. The Defendant, Moises Alipala, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- vv. The Defendant, Moises Alipala, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ww. The Defendant, Moises Alipala, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- xx. The Defendant, Moises Alipala, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- yy. The Defendant, Moises Alipala, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized,

converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

zz. The Defendant, Moises Alipala, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

aaa. The Defendant, Moises Alipala, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

bbb. The Defendant, Moises Alipala, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

ccc. The Defendant, Moises Alipala, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

ddd. The Defendant, Moises Alipala, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

eee. The Defendant, Moises Alipala, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

fff. The Defendant, Moises Alipala, on or about March 19, 2018,

concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

ggg. The Defendant, Moises Alipala, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

hhh. The Defendant, Moises Alipala, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

iii. The Defendant, Moises Alipala, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

jjj. The Defendant, Moises Alipala, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

kkk. The Defendant, Moises Alipala, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

lll. The Defendant, Moises Alipala, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this



- information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- mmm. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moises Alipala, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace; and
- nnn. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moises Alipala, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace.

254. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, NuCare Services Corp., by and through its actual, implied and/or apparent agents, servants and employees, including, but not limited to, the Defendants, Moshe Siegal, and Moises Alipala, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendant, NuCare Services Corp., and may have been prevented and/or deterred from filing a claim against the Defendant, NuCare Services Corp., in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXVIII**

**Charles Golbert v. NuCare Services Corp.**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count XXVIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXIX**

**Charles Golbert v. NuCare Services Corp.**

(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 270 of Count XXIX.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys,

the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXX**

**Charles Golbert v. NuCare Services Corp.**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, NuCare Services Corp.. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count XXX.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, NuCare Services Corp., in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXI**

**Charles Golbert v. Erika Cruz**

(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Erika Cruz. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of

Count XXXI.

251. At all times relevant to this Complaint, the Defendant, Erika Cruz, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Erika Cruz, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with loyalty on and after March 30, 2017 when she discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- c. Failed to act with loyalty on and after March 30, 2017 when she failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- d. Failed to act with loyalty on and after March 30, 2017 when she failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- e. Failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- f. Failed to act with trust on and after March 30, 2017 when she discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- g. Failed to act with trust on and after March 30, 2017 when she failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- h. Failed to act with trust on and after March 30, 2017 when she failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members

accessed, utilized, converted, and/or misappropriated Grace's finances;

- i. Failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- j. Failed to act with due care on and after March 30, 2017 when she failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- k. Failed to act with due care on and after March 30, 2017 when she failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds; and
- l. Failed to act with due care on and after March 30, 2017 when she failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances.

253. As a direct, legal, and proximate result of one or more of the Defendant, Erika Cruz's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Erika Cruz, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXII**  
**Charles Golbert v. Erika Cruz**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Erika

Cruz. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXXII.

251. At all times relevant, the Defendant, Erika Cruz, owed Grace a duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Erika Cruz, committed one or more of the following acts and/or omissions with the intent to prevent Grace from filing a report and/or lawsuit against Symphony Residences of Lincoln Park, and/or her:

- a. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from

- Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- g. The Defendant, Erika Cruz, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- h. The Defendant, Erika Cruz, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- i. The Defendant, Erika Cruz, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the action was not readily available to Grace;
- j. The Defendant, Erika Cruz, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- k. The Defendant, Erika Cruz, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- l. The Defendant, Erika Cruz, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- m. The Defendant, Erika Cruz, on or about August 4, 2017, concealed

from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;

- n. The Defendant, Erika Cruz, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- o. The Defendant, Erika Cruz, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Erika Cruz, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Erika Cruz, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Erika Cruz, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- s. The Defendant, Erika Cruz, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Erika Cruz, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle



online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;

- u. The Defendant, Erika Cruz, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- v. The Defendant, Erika Cruz, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- w. The Defendant, Erika Cruz, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Erika Cruz, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- y. The Defendant, Erika Cruz, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- z. The Defendant, Erika Cruz, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Erika Cruz, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized,

converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;

- bb. The Defendant, Erika Cruz, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- cc. The Defendant, Erika Cruz, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- dd. The Defendant, Erika Cruz, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- ee. The Defendant, Erika Cruz, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite her knowledge of the significance of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Erika Cruz, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite her knowledge of the significance of the transactions were not readily available to Grace; and
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Erika Cruz, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace

despite her knowledge of the significance of the transactions were not readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Erika Cruz, Grace was induced to rely on the Defendant to her detriment and was prevented and/or deterred from discovering a claim against the Defendant, Erika Cruz and/or Symphony Residences of Lincoln Park and may have been prevented and/or deterred from filing a claim against the Defendant, Erika Cruz, and/or Symphony Residences of Lincoln Park, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Erika Cruz, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXIII**

**Charles Golbert v. Erika Cruz**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Erika Cruz. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count XXXIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian

of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Erika Cruz, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXIV**  
**Charles Golbert v. Erika Cruz**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Erika Cruz. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 270 of Count XXXIV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Erika Cruz, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXV**  
**Charles Golbert v. Erika Cruz**  
(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Erika Cruz. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1

through 270 of Count XXXV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Erika Cruz, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXVI**  
**Charles Golbert v. Tameeka Wolfe**  
(Accounting of Incapacity)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXXVI.

251. Grace Watanabe suffers from dementia which results in memory loss and impaired executive functioning.

252. Dr. Geoffrey Shaw evaluated Grace on August 28, 2018 in her apartment at Symphony Residences of Lincoln Park.

253. During her evaluation, Grace reported that she was recently victimized by staff at Symphony. Grace recalled Tameeka Wolfe, the Business Manager, to assist her with her finances, only to later discover that Tameeka Wolfe and Christina Wright added their names to her bank accounts and used that access to steal her money using the ATM and online “quick pay” banking functions.

254. When asked by Dr. Shaw, Grace did not know the current value of her estate or how much money she had left in any of her bank accounts. Grace could not recall how much money was taken by the employees, but reported that it was without her authorization and she admitted to being embarrassed by the theft. Grace was unable to tell Dr. Shaw or the Chicago Police Detective the names of all of the employees who exploited her.

255. As Dr. Shaw's examination continued, Grace was unable to recall how she learned of the thefts and could not recall how the Chicago Police became involved. Grace did not remember if she executed any estate planning documents, including a will and a power of attorney, though she purportedly signed those documents a few weeks earlier, on August 10, 2018.

256. Dr. Shaw opined that Grace is severely impaired with respect to memory recall and executive functioning, consistent with dementia. Dr. Shaw concluded that Grace was totally incapable of making financial and legal decisions since at least 2016.

257. Due to her incapacity and inability to manage her financial affairs, Grace lacked the requisite capacity to execute any legal document, including a power of attorney, agreement, will or trust.

258. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, knew Grace was elderly, suffering from dementia, had memory-loss, unable to care for herself and unable to make appropriate decisions regarding her estate and her person. These Defendants were particularly knowledgeable of Grace's disabilities since they were employed at the supportive living facility charged with caring for Grace.

259. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, also knew that Grace required assistance paying her bills, banking, and

paying her income taxes. Grace also lived at Symphony because she required assistance with activities of daily living, including, personal care, meals, and bathing.

260. Accordingly, each and every financial transaction, including every legal and financial document, banking document, and personal check, purportedly executed by Grace Watanabe after 2016, must be rendered null and void based on Grace's incapacity and inability to comprehend and appreciate any and all legal and financial matters.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, that any and all documents authorizing Tameeka Wolfe to be added to any and all of Grace's bank accounts, any and all documents authorizing Tameeka Wolfe access to Grace's bank accounts, any and all transactions transferring money to Tameeka Wolfe from Grace's bank accounts, and any and all financial instruments transferring control, dominion, and/or ownership of Grace's funds to Tameeka Wolfe, be rendered null and void.

**COUNT XXXVII**  
**Charles Golbert v Tameeka Wolfe**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXXVII.

251. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Tameeka Wolfe, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. The Defendant, Tameeka Wolfe, failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. The Defendant, Tameeka Wolfe, failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- c. The Defendant, Tameeka Wolfe, failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- d. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- e. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$50,000.00;
- f. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- g. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- h. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$50,000.00
- i. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she misappropriated \$50,000.00 from



- Grace's JPMorgan Chase Bank account for her own financial gain;
- j. The Defendant, Tameeka Wolfe, failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$50,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
  - k. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she issued a check to her daughter Bianca Jurious in the amount of \$6,500.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - l. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Bianca in the amount of \$6,500.00;
  - m. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 30, 2017 when she misappropriated \$6,500.00 from Grace's JPMorgan Chase Bank account for her and Bianca's financial gain;
  - n. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she issued a check to her daughter Bianca Jurious in the amount of \$6,500.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - o. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Bianca in the amount of \$6,500.00
  - p. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 30, 2017 when she misappropriated \$6,500.00 from Grace's JPMorgan Chase Bank account for her and Bianca's financial gain;
  - q. The Defendant, Tameeka Wolfe, failed to act with due care on or about March 30, 2017 when she accepted a check for her daughter Bianca in an amount of \$6,500.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
  - r. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2017 when added herself as a joint accountholder to Grace's TCF National Bank account without Grace's permission and/or authority;
  - s. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2017 when she failed to inform Grace of the purpose of her being a joint accountholder to Grace's TCF National Bank account;
  - t. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2017 when she misrepresented the purpose and/or intent of personal financial gain of being added as a joint accountholder on Grace's TCF National Bank account;

- u. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2017 when added herself as a joint accountholder to Grace's TCF National Bank account without Grace's permission and/or authority;
- v. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2017 when she failed to inform Grace of the purpose of her being a joint accountholder to Grace's TCF National Bank account;
- w. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2017 when she misrepresented the purpose and/or intent of personal financial gain of being added as a joint accountholder on Grace's TCF National Bank account;
- x. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 6, 2017 when allowed Grace to add her as a joint accountholder when she knew or should have known Grace was not mentally competent to make said decision;
- y. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 19, 2017 when she issued a check to herself in the amount of \$25,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- z. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 19, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$25,000.00;
- aa. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 19, 2017 when she misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- bb. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 19, 2017 when she issued a check to herself in the amount of \$25,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- cc. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 19, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$25,000.00
- dd. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 19, 2017 when she misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- ee. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 19, 2017 when she accepted a check in an amount of \$25,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- ff. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about August 4, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank

- account without Grace's permission and/or authority;
- gg. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about August 4, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$40,000.00;
- hh. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about August 4, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- ii. The Defendant, Tameeka Wolfe, failed to act with trust on or about August 4, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- jj. The Defendant, Tameeka Wolfe, failed to act with trust on or about August 4, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Tameeka in the amount of \$40,000.00
- kk. The Defendant, Tameeka Wolfe, failed to act with trust on or about August 4, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- ll. The Defendant, Tameeka Wolfe, failed to act with due care on or about August 4, 2017 when she accepted a check in an amount of \$40,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- mm. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about January 26, 2018 when she used Grace's Zelle online banking application to transfer \$900.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- nn. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about January 26, 2018 when she failed to inform Grace of the amount and/or purpose of the \$900.00 Zelle transfer;
- oo. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about January 26, 2018 when she misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- pp. The Defendant, Tameeka Wolfe, failed to act with trust on or about January 26, 2018 when she used Grace's Zelle online banking application to transfer \$900.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- qq. The Defendant, Tameeka Wolfe, failed to act with trust on or about January 26, 2018 when she failed to inform Grace of the amount and/or purpose of the \$900.00 Zelle transfer;
- rr. The Defendant, Tameeka Wolfe, failed to act with trust on or about January 26, 2018 when she misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking

- application for her own financial gain;
- ss. The Defendant, Tameeka Wolfe, failed to act with due care on or about January 26, 2018 when she accepted a Zelle transfer in the amount of \$900.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- tt. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- uu. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- vv. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ww. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 5, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- xx. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 5, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- yy. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 5, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- zz. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 5, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- aaa. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 12, 2018 when she used Grace's Zelle online banking application to transfer \$4,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- bbb. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 12, 2018 when she failed to inform Grace of the amount and/or purpose of the \$4,000.00 Zelle transfer;
- ccc. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 12, 2018 when she misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

- ddd. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 12, 2018 when she used Grace's Zelle online banking application to transfer \$4,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- eee. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 12, 2018 when she failed to inform Grace of the amount and/or purpose of the \$4,000.00 Zelle transfer;
- fff. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 12, 2018 when she misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ggg. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 12, 2018 when she accepted a Zelle transfer in the amount of \$4,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- hhh. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 14, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- iii. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 14, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- jjj. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 14, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- kkk. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 14, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- lll. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 14, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- mmm. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 14, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- nnn. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 14, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- ooo. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 16, 2018 when she used Grace's Zelle online

banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- ppp. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- qqq. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- rrr. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- sss. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- ttt. The Defendant, Tameeka Wolfe, failed to act with trust on or about February 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- uuu. The Defendant, Tameeka Wolfe, failed to act with due care on or about February 16, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- vvv. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 19, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- www. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 19, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- xxx. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about March 19, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- yyy. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 19, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- zzz. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 19, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- aaaa. The Defendant, Tameeka Wolfe, failed to act with trust on or about March 19, 2018 when she misappropriated \$2,000.00 from Grace's

- JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- bbbb. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 2, 2018 when she accepted a Zelle transfer in the amount of \$1,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- cccc. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 2, 2018 when she used Grace's Zelle online banking application to transfer \$1,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- dddd. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 2, 2018 when she failed to inform Grace of the amount and/or purpose of the \$1,000.00 Zelle transfer;
- eeee. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 2, 2018 when she misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ffff. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 2, 2018 when she used Grace's Zelle online banking application to transfer \$1,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- gggg. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 2, 2018 when she failed to inform Grace of the amount and/or purpose of the \$1,000.00 Zelle transfer;
- hhhh. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 2, 2018 when she misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- iiii. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 2, 2018 when she accepted a Zelle transfer in the amount of \$1,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- jjjj. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about February 5, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- kkkk. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- llll. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 6, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

- mmmm. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- nnnn. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- oooo. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 6, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- pppp. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 6, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- qqqq. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- rrrr. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- ssss. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- tttt. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 16, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- uuuu. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 16, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- vvvv. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 16, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- wwww. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 16, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- xxxx. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 30, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan



- yyyyy. Chase Bank account without Grace's permission and/or authority; The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 30, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- zzzzz. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about April 30, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- aaaaa. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 30, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- bbbbb. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 30, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- ccccc. The Defendant, Tameeka Wolfe, failed to act with trust on or about April 30, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ddddd. The Defendant, Tameeka Wolfe, failed to act with due care on or about April 30, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- eeeee. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 4, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- fffff. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 4, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- ggggg. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 4, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- hhhhh. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 4, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- iiiiii. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 4, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- jjjjj. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 4, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;

- kkkkk. The Defendant, Tameeka Wolfe, failed to act with due care on or about June 4, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- lllll. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 15, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 to herself from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- mmmmm. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 15, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- nnnnn. The Defendant, Tameeka Wolfe, failed to act with loyalty on or about June 15, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- ooooo. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 15, 2018 when she used Grace's Zelle online banking application to transfer \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- ppppp. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 15, 2018 when she failed to inform Grace of the amount and/or purpose of the \$2,000.00 Zelle transfer;
- qqqqq. The Defendant, Tameeka Wolfe, failed to act with trust on or about June 15, 2018 when she misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application for her own financial gain;
- rrrrr. The Defendant, Tameeka Wolfe, failed to act with due care on or about June 15, 2018 when she accepted a Zelle transfer in the amount of \$2,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to make said transfer;
- sssss. The Defendant, Tameeka Wolfe, failed to act with loyalty during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- ttttt. The Defendant, Tameeka Wolfe, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- uuuuu. The Defendant, Tameeka Wolfe, failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her

- own financial gain;
- vvvvv. The Defendant, Tameeka Wolfe, failed to act with trust during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- wwwww. The Defendant, Tameeka Wolfe, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- xxxxx. The Defendant, Tameeka Wolfe, failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain;
- yyyyy. The Defendant, Tameeka Wolfe, failed to act with due care during the time period of March 30, 2017, through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 when she knew or should have known Grace was not mentally competent to authorize any transactions;

253. As a direct, legal, and proximate result of one or more of the Defendant, Tameeka Wolfe's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$342,834.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXVIII**  
**Charles Golbert v Tameeka Wolfe**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys,

the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXXVIII.

251. At all times relevant, the Defendant, Tameeka Wolfe, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Tameeka Wolfe, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Tameeka Wolfe, issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- b. The Defendant, Tameeka Wolfe, presented a check in the amount of \$50,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- c. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- d. The Defendant, Tameeka Wolfe, issued a check to her daughter Bianca Jurious in the amount of \$6,500.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized the transaction and intentionally withheld this information from Grace despite

Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

- e. The Defendant, Tameeka Wolfe, presented a check in the amount of \$6,500.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's daughter, Bianca Jurious', financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- f. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her daughter, Bianca Jurious', financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- g. The Defendant, Tameeka Wolfe, added herself as a joint accountholder on Grace's TCF National Bank account ending in 3543 on or about April 6, 2017, without Grace's knowledge and/or authority and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said action was not readily available to Grace;
- h. The Defendant, Tameeka Wolfe, added herself as a joint accountholder on Grace's TCF National Bank account ending in 3543 on or about April 6, 2017, and misrepresented to Grace that the purpose would be for Grace's benefit when Tameeka did so for her own financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said action was not readily available to Grace;
- i. The Defendant, Tameeka Wolfe, presented Grace with documents to add Tameeka as a joint accountholder and misrepresented the purpose of the documents and/or the consequences of signing said documents despite Tameeka's knowledge of the significance of signing said documents was not readily available to Grace;
- j. The Defendant, Tameeka Wolfe, issued a check to herself in the amount of \$25,000.00 from Grace's JPMorgan Chase Bank account on or about April 19, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- k. The Defendant, Tameeka Wolfe, presented a check in the amount of \$25,000.00 to Grace on or about April 19, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's own personal financial gain and intentionally withheld this information from

Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

- l. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about April 19, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- m. The Defendant, Tameeka Wolfe, issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account on or about August 4, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- n. The Defendant, Tameeka Wolfe, presented a check in the amount of \$40,000.00 to Grace on or about August 4, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Tameeka's own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- o. The Defendant, Tameeka Wolfe, presented a blank check to Grace for her JPMorgan Bank account on or about August 4, 2017, and misrepresented what the amount and/or purpose would be when Tameeka knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- p. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$900.00 to herself from Grace's JPMorgan Chase Bank account on or about January 26, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- q. The Defendant, Tameeka Wolfe, presented a transfer of \$900.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about January 26, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- r. The Defendant, Tameeka Wolfe, was given permission to use

Grace's Zelle online banking application on or about January 26, 2018, and without authority to do so transferred \$900.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

- s. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about January 26, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$900.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- t. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 5, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- u. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 5, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- v. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 5, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- w. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 5, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite

Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

- x. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$4,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 12, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- y. The Defendant, Tameeka Wolfe, presented a transfer of \$4,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 12, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- z. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 12, 2018, and without authority to do so transferred \$4,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- aa. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 12, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$4,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- bb. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 14, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- cc. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 14, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her



- own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- dd. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 14, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- ee. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 14, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- ff. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about February 16, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- gg. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about February 16, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- hh. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about February 16, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- ii. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about February 16,

2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

- jj. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about March 19, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- kk. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about March 19, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ll. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about March 19, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- mm. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about March 19, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- nn. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$1,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 2, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- oo. The Defendant, Tameeka Wolfe, presented a transfer of \$1,000.00

- to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 2, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- pp. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 2, 2018, and without authority to do so transferred \$1,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- qq. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 2, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$1,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- rr. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 6, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ss. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 6, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- tt. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 6, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the

significance of said transaction would not be readily available to Grace;

- uu. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 6, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- vv. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 16, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- ww. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 16, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- xx. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 16, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- yy. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 16, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- zz. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about April 30, 2018 to make it appear as if Grace performed and/or authorized said

transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

- aaa. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about April 30, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- bbb. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about April 30, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;
- ccc. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about April 30, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;
- ddd. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about June 4, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- eee. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about June 4, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;
- fff. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about June 4, 2018, and without authority to do so transferred \$2,000.00 from Grace's

JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

ggg. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about June 4, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

hhh. The Defendant, Tameeka Wolfe, accessed Grace's Zelle online banking application and transferred \$2,000.00 to herself from Grace's JPMorgan Chase Bank account on or about June 15, 2018 to make it appear as if Grace performed and/or authorized said transaction and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

iii. The Defendant, Tameeka Wolfe, presented a transfer of \$2,000.00 to herself from Grace's JPMorgan Bank account using Grace's Zelle online banking application on or about June 15, 2018, misrepresented to Grace that the funds would be used for Grace's benefit when Tameeka knew that the funds would be used for her own personal financial gain and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction was not readily available to Grace;

jjj. The Defendant, Tameeka Wolfe, was given permission to use Grace's Zelle online banking application on or about June 15, 2018, and without authority to do so transferred \$2,000.00 from Grace's JPMorgan Bank account to herself and misrepresented the purpose of using Grace's Zelle application and/or what actions she had performed while using said application intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of said transaction would not be readily available to Grace;

kkk. The Defendant, Tameeka Wolfe, requested the login information to Grace's Zelle online banking application on or about June 15, 2018, and misrepresented the purpose of having said access when she knew she was using the application for her own personal financial gain when she transferred \$2,000.00 to herself and intentionally withheld this information from Grace despite Tameeka's knowledge of the significance of having said access would not be readily available to Grace;

- iii. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, spent \$197,434.82 from Grace's TCF National Bank accounts and misrepresented the purpose and/or the amount of the expenditures to Grace when she knew she spent the money for her own personal financial gain despite Tameeka's knowledge of the significance of said transactions would not be readily available to Grace;
- mmm. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, misrepresented that she was using Grace's TCF National Bank accounts for Grace's benefit when she spent \$197,434.82 for her own personal financial gain despite Tameeka's knowledge of the significance of said transactions would not be readily available to Grace;
- nnn. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, misrepresented that she had access Grace's TCF National Bank accounts to assist Grace when she spent \$197,434.82 of the funds for her own personal financial gain despite Tameeka's knowledge of the significance of said transactions would not be readily available to Grace;
- ooo. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, misrepresented the purpose and/or amounts of checks that were issued to Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace; and
- ppp. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Tameeka Wolfe, concealed that Christina Wright, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Tameeka's knowledge of the significance of said conduct would not be readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Tameeka Wolfe, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Tameeka Wolfe, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Tameeka Wolfe, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature,

including, but not limited to, suffered severe emotional distress, and financial loss of \$342,834.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XXXIX**  
**Charles Golbert v Tameeka Wolfe**  
(Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XXXIX.

251. At all times relevant to this Complaint, Grace has a right of control, dominion and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional right of immediate possession of her money and the abovementioned accounts.



253. The Defendant, Tameeka Wolfe, committed one or more of the following acts of conversion:

- a. On or about March 30, 2017, assumed control, dominion, and/or ownership of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- b. On or about March 30, 2017, assumed control, dominion, and/or ownership of \$6,500.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- c. On or after April 6, 2017, assumed control, dominion, and/or ownership of Grace's TCF National Bank account ending in 3543 without her authority and/or knowledge;
- d. On or after April 6, 2017, assumed control, dominion, and/or ownership of Grace's TCF National Bank account ending in 3543 by misrepresenting the purpose of having said control, dominion, and/or ownership;
- e. On or about April 19, 2017, assumed control, dominion, and/or ownership of \$25,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- f. On or about August 4, 2017, assumed control, dominion, and/or ownership of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- g. On or about January 26, 2018, assumed control, dominion, and/or ownership of \$900.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- h. On or about February 5, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- i. On or about February 12, 2018, assumed control, dominion, and/or ownership of \$4,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- j. On or about February 14, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- k. On or about February 16, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- l. On or about March 19, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- m. On or about April 2, 2018, assumed control, dominion, and/or ownership of \$1,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- n. On or about April 16, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank

- o. account without Grace's authority and/or knowledge;  
On or about April 30, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- p. On or about June 4, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- q. On or about June 15, 2018, assumed control, dominion, and/or ownership of \$2,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge; and
- r. Upon information and belief, during the time period of March 30, 2017, through September 6, 2018, assumed control, dominion, and/or ownership of \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 without Grace's authority and/or knowledge.

254. As a direct, legal, and proximate result of one or more of the aforesaid acts of conversion committed by the Defendant, Tameeka Wolfe, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to severe emotional distress, and a deprivation of the funds contained in her accounts in the amount of \$342,834.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XL**

**Charles Golbert v Tameeka Wolfe**

(Statutory Action – Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XL.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, the Defendants, Tameeka Wolfe, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720 ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

.....

Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).

A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or

person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. At all times relevant to this Complaint, the Defendant, Tameeka Wolfe, violated the statute and committed one or more of the following acts of financial exploitation:

- a. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- b. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- c. Issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- d. Presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- e. Knowingly obtained control of a check for her daughter Bianca Jurious, in the amount of \$6,500.00 from Grace through means of intimidation;
- f. Knowingly obtained control of a check for her daughter Bianca Jurious on or about March 30, 2017, in the amount of \$6,500 from Grace through means of deception;
- g. Issued a check to her daughter from Grace's account on March 30, 2017, in the amount of \$6,500.00 without Grace's knowledge

- and/or authority;
- h. Presented Grace with a blank check on or about March 30, 2017 for her signature and failed to inform Grace it was Bianca Jurious and/or the amount of the check;
  - i. Knowingly obtained control of Grace's TCF National Bank account on April 6, 2017 through the means of intimidation;
  - j. Knowingly obtained control of Grace's TCF National Bank account on or about April 6, 2017, through means of intimidation;
  - k. Knowingly obtained control of Grace's TCF National Bank account on or about April 6, 2017, through mean of deception;
  - l. Added herself as a joint accountholder on Grace's TCF National Bank account without Grace's authority and/or knowledge
  - m. Presented Grace with the paperwork to add Tameeka as a joint accountholder to the TCF National Bank account and misrepresented the purpose and/or meaning of the paperwork;
  - n. Knowingly obtained control of a check on or about April 19, 2017, in the amount of \$25,000.00 from Grace through means of intimidation;
  - o. Knowingly obtained control of a check on or about April 19, 2017, in the amount of \$25,000.00 from Grace through means of deception;
  - p. Issued a check to herself from Grace's account on or about April 19, 2017, in the amount of \$25,000.00 without Grace's knowledge and/or authority;
  - q. Presented Grace with a blank check on or about April 19, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
  - r. Knowingly obtained control of a check on or about August 5, 2017, in the amount of \$40,000.00 from Grace through means of intimidation;
  - s. Knowingly obtained control of a check on or about August 5, 2017, in the amount of \$40,000.00 from Grace through means of deception;
  - t. Issued a check to herself from Grace's account on or about August 5, 2017, in the amount of \$40,000.00 without Grace's knowledge and/or authority;
  - u. Presented Grace with a blank check on or about August 5, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
  - v. Knowingly obtained control of Grace's Zelle banking application on or about January 26, 2018, and transferred \$900.00 to herself Grace through means of intimidation;
  - w. Knowingly obtained control of Grace's Zelle banking application on or about January 26, 2018, and transferred \$900.00 to herself through means of deception;
  - x. Transferred money from Grace's Zelle banking application to

- herself on or about January 26, 2018, in the amount of \$900.00 without Grace's knowledge and/or authority;
- y. Knowingly obtained control of Grace's Zelle banking application on or about February 5, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
  - z. Knowingly obtained control of Grace's Zelle banking application on or about February 5, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
  - aa. Transferred money from Grace's Zelle banking application to herself on or about February 5, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
  - bb. Knowingly obtained control of Grace's Zelle banking application on or about February 12, 2018, and made two transfers to herself from Grace's JPMorgan Bank account in the amount of \$4,000.00 through means of intimidation;
  - cc. Knowingly obtained control of Grace's Zelle banking application on or about February 12, 2018, and made two transfers to herself from Grace's JPMorgan Bank account in the amount of \$4,000.00 through means of deception;
  - dd. Transferred money from Grace's Zelle banking application to herself on or about February 12, 2018, in the amount of \$4,000.00 without Grace's knowledge and/or authority;
  - ee. Knowingly obtained control of Grace's Zelle banking application on or about February 14, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
  - ff. Knowingly obtained control of Grace's Zelle banking application on or about February 14, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
  - gg. Transferred money from Grace's Zelle banking application to herself on or about February 14, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
  - hh. Knowingly obtained control of Grace's Zelle banking application on or about February 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
  - ii. Knowingly obtained control of Grace's Zelle banking application on or about February 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
  - jj. Transferred money from Grace's Zelle banking application to herself on or about February 16, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;

- kk. Knowingly obtained control of Grace's Zelle banking application on or about March 19, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- ll. Knowingly obtained control of Grace's Zelle banking application on or about March 19, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- mm. Transferred money from Grace's Zelle banking application to herself on or about March 19, 2018, in the amount of \$2,00.00 without Grace's knowledge and/or authority;
- nn. Knowingly obtained control of Grace's Zelle banking application on or about April 2, 2018, and transferred \$1,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- oo. Knowingly obtained control of Grace's Zelle banking application on or about April 2, 2018, and transferred \$1,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- pp. Transferred money from Grace's Zelle banking application to herself on or about April 2, 2018, in the amount of \$1,00.00 without Grace's knowledge and/or authority;
- qq. Knowingly obtained control of Grace's Zelle banking application on or about April 6, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- rr. Knowingly obtained control of Grace's Zelle banking application on or about April 6, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- ss. Transferred money from Grace's Zelle banking application to herself on or about April 6, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- tt. Knowingly obtained control of Grace's Zelle banking application on or about April 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
- uu. Knowingly obtained control of Grace's Zelle banking application on or about April 16, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
- vv. Transferred money from Grace's Zelle banking application to herself on or about April 16, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
- ww. Knowingly obtained control of Grace's Zelle banking application on or about April 30, 2018, and transferred \$2,000.00 to herself

- from Grace's JPMorgan Bank account through means of intimidation;
- xx. Knowingly obtained control of Grace's Zelle banking application on or about April 30, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
  - yy. Transferred money from Grace's Zelle banking application to herself on or about April 30, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
  - zz. Knowingly obtained control of Grace's Zelle banking application on or about June 4, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
  - aaa. Knowingly obtained control of Grace's Zelle banking application on or about June 4, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
  - bbb. Transferred money from Grace's Zelle banking application to herself on or about June 4, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
  - ccc. Knowingly obtained control of Grace's Zelle banking application on or about June 15, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of intimidation;
  - ddd. Knowingly obtained control of Grace's Zelle banking application on or about June 15, 2018, and transferred \$2,000.00 to herself from Grace's JPMorgan Bank account through means of deception;
  - eee. Transferred money from Grace's Zelle banking application to herself on or about June 15, 2018, in the amount of \$2,000.00 without Grace's knowledge and/or authority;
  - fff. During the time period of March 30, 2017, through September 6, 2018, knowingly took control of Grace's TCF National Bank accounts through means of intimidation and accessed, utilized, converted, and/or misappropriated \$197,434.82;
  - ggg. During the time period of March 30, 2017, through September 6, 2018, knowingly took control of Grace's TCF National Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$197,434.82;
  - hhh. During the time period of March 30, 2017, through September 6, 2018, spent \$197,434.82 from Grace's TCF National Bank accounts without Grace's knowledge and/or permission; and
  - iii. During the time period of March 30, 2017, through September 6, 2018, misrepresented the purpose and/or amount spent from Grace's TCF National Bank accounts and spent \$197,434.82 for her personal and/or familial use.

255. As a direct, legal, and proximate cause of the Defendant, Tameeka Wolfe, acts of



financial exploitation, Grace suffered a loss in an amount \$342,834.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of \$1,028,504.46 Dollars, an amount equal to but not less than three times the amount Grace was exploited by the Defendant, Tameeka Wolfe, plus attorney's fees and costs as provided by Statute.

**COUNT XLI**

**Charles Golbert v Tameeka Wolfe**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count XLI.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XLII**

**Charles Golbert v Tameeka Wolfe**

(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of

the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 270 of Count XLII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XLIII**

**Charles Golbert v Tameeka Wolfe**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Tameeka Wolfe. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count XLIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Tameeka Wolfe, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XLIV**

**Charles Golbert v. Christina Wright**

(Accounting of Incapacity)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XLIV.

251. Grace Watanabe suffers from dementia which results in memory loss and impaired executive functioning.

252. Dr. Geoffrey Shaw evaluated Grace on August 28, 2018 in her apartment at Symphony Residences of Lincoln Park.

253. During her evaluation, Grace reported that she was recently victimized by staff at Symphony. Grace recalled Tameeka Wolfe, the Business Manager, to assist her with her finances, only to later discover that Tameeka Wolfe and Christina Wright added their names to her bank accounts and used that access to steal her money using the ATM and online “quick pay” banking functions.

254. When asked by Dr. Shaw, Grace did not know the current value of her estate or how much money she had left in any of her bank accounts. Grace could not recall how much money was taken by the employees, but reported that it was without her authorization and she admitted to being embarrassed by the theft. Grace was unable to tell Dr. Shaw or the Chicago Police Detective the names of all of the employees who exploited her.

255. As Dr. Shaw’s examination continued, Grace was unable to recall how she learned of the thefts and could not recall how the Chicago Police became involved. Grace did not

remember if she executed any estate planning documents, including a will and a power of attorney, though she purportedly signed those documents a few weeks earlier, on August 10, 2018.

256. Dr. Shaw opined that Grace is severely impaired with respect to memory recall and executive functioning, consistent with dementia. Dr. Shaw concluded that Grace was totally incapable of making financial and legal decisions since at least 2016.

257. Due to her incapacity and inability to manage her financial affairs, Grace lacked the requisite capacity to execute any legal document, including a power of attorney, agreement, will or trust.

258. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, knew Grace was elderly, suffering from dementia, had memory-loss, unable to care for herself and unable to make appropriate decisions regarding her estate and her person. These Defendants were particularly knowledgeable of Grace's disabilities since they were employed at the supportive living facility charged with caring for Grace.

259. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, also knew that Grace required assistance paying her bills, banking, and paying her income taxes. Grace also lived at Symphony because she required assistance with activities of daily living, including, personal care, meals, and bathing.

260. Accordingly, each and every financial transaction, including every legal and financial document, banking document, and personal check, purportedly executed by Grace Watanabe after 2016, must be rendered null and void based on Grace's incapacity and inability to comprehend and appreciate any and all legal and financial matters.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian

of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, that any and all documents authorizing Christina Wright to be added to any and all of Grace's bank accounts, any and all documents authorizing Christina Wright access to Grace's bank accounts, any and all transactions transferring money to Christina Wright from Grace's bank accounts, and any and all financial instruments transferring control, dominion, and/or ownership of Grace's funds to Christina Wright, be rendered null and void.

**COUNT XLV**  
**Charles Golbert v Christina Wright**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XLV.

251. At all times relevant to this Complaint, the Defendant, Christina Wright, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Christina Wright, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members

- accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- c. Failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
  - d. Failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - e. Failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00;
  - f. Failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - g. Failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - h. Failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00
  - i. Failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - j. Failed to act with due care on or about April 3, 2017 when she accepted a check in an amount of \$5,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
  - k. Failed to act with loyalty on or about April 3, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
  - l. Failed to act with loyalty on or about April 3, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00;
  - m. Failed to act with loyalty on or about April 3, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - n. Failed to act with trust on or about April 3, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- o. Failed to act with trust on or about April 3, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00
- p. Failed to act with trust on or about April 3, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- q. Failed to act with due care on or about April 3, 2017 when she accepted a check in an amount of \$5,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- r. Failed to act with loyalty on or about April 30, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- s. Failed to act with loyalty on or about April 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00;
- t. Failed to act with loyalty on or about April 30, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- u. Failed to act with trust on or about April 30, 2017 when she issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- v. Failed to act with trust on or about April 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$5,000.00
- w. Failed to act with trust on or about April 30, 2017 when she misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- x. Failed to act with due care on or about April 30, 2017 when she accepted a check in an amount of \$5,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- y. Failed to act with loyalty on or about May 16, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- z. Failed to act with loyalty on or about May 16, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$40,000.00;
- aa. Failed to act with loyalty on or about May 16, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- bb. Failed to act with trust on or about May 16, 2017 when she issued a check to herself in the amount of \$40,000.00 from Grace's

- JPMorgan Chase Bank account without Grace's permission and/or authority;
- cc. Failed to act with trust on or about May 16, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$40,000.00
  - dd. Failed to act with trust on or about May 16, 2017 when she misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - ee. Failed to act with due care on or about May 16, 2017 when she accepted a check in an amount of \$40,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
  - ff. Failed to act with loyalty on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
  - gg. Failed to act with loyalty on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$50,000.00;
  - hh. Failed to act with loyalty on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - ii. Failed to act with trust on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - jj. Failed to act with trust on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$50,000.00
  - kk. Failed to act with trust on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - ll. Failed to act with due care on or about August 7, 2017 when she accepted a check in an amount of \$50,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
  - mm. Failed to act with loyalty on or about March 14, 2018 when she issued a check to herself in the amount of \$45,347.07 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
  - nn. Failed to act with loyalty on or about March 14, 2018 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$45,347.07;
  - oo. Failed to act with loyalty on or about March 14, 2018 when she misappropriated \$45,347.07 from Grace's JPMorgan Chase Bank account for her own financial gain;



- pp. Failed to act with trust on or about March 14, 2018 when she issued a check to herself in the amount of \$45,347.07 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- qq. Failed to act with trust on or about March 14, 2018 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$45,347.07;
- rr. Failed to act with trust on or about March 14, 2018 when she misappropriated \$45,347.07 from Grace's JPMorgan Chase Bank account for her own financial gain;
- ss. Failed to act with due care on or about March 14, 2018 when she accepted a check in an amount of \$45,347.07 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- tt. Failed to act with loyalty during the time period of March 30, 2017 through September 6, 2018 when she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 without Grace's permission and/or authority;
- uu. Failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own personal use;
- vv. Failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own financial gain;
- ww. Failed to act with trust during the time period of March 30, 2017 through September 6, 2018 when she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 without Grace's permission and/or authority;
- xx. Failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own personal use;
- yy. Failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 for her own financial gain; and
- zz. Failed to act with due care during the time period of March 30, 2017, through September 6, 2018 when she spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 when she knew or should have known Grace was not mentally competent to authorize any transactions.

253. As a direct, legal, and proximate result of one or more of the Defendant, Christina

Wright's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$467,679.38

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XLVI**  
**Charles Golbert v Christina Wright**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XLVI.

251. At all times relevant, the Defendant, Christina Wright, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Christina Wright, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Christina Wright, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and

intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

- b. The Defendant, Christina Wright, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- c. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
- d. The Defendant, Christina Wright, issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account on or about April 3, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- e. The Defendant, Christina Wright, presented a check in the amount of \$5,000.00 to Grace on or about April 3, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- f. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about April 3, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
- g. The Defendant, Christina Wright, issued a check to herself in the amount of \$5,000.00 from Grace's JPMorgan Chase Bank account on or about April 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- h. The Defendant, Christina Wright, presented a check in the amount

of \$5,000.00 to Grace on or about April 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;

- i. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about April 30, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
- j. The Defendant, Christina Wright, issued a check to herself in the amount of \$40,000.00 from Grace's JPMorgan Chase Bank account on or about May 16, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- k. The Defendant, Christina Wright, presented a check in the amount of \$40,000.00 to Grace on or about May 16, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- l. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about May 16, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
- m. The Defendant, Christina Wright, issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account on or about August 7, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- n. The Defendant, Christina Wright, presented a check in the amount of \$50,000.00 to Grace on or about August 7, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from

- Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
- o. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about August 7, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
  - p. The Defendant, Christina Wright, issued a check to herself in the amount of \$45,347.07 from Grace's TCF National Bank account on or about March 14, 2018 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
  - q. The Defendant, Christina Wright, presented a check in the amount of \$45,347.07 to Grace on or about March 14, 2018 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
  - r. The Defendant, Christina Wright, presented a blank check to Grace for her JPMorgan Bank account on or about March 14, 2018, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
  - s. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, spent \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331, and misrepresented the purpose and/or the amount of the expenditures to Grace when she knew she spent the money for her own personal financial gain despite Christina's knowledge of the significance of said transactions would not be readily available to Grace;
  - t. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented that she was using Grace's Bank of America accounts for Grace's benefit when she spent \$307,332.31 for her own personal financial gain despite Christina's knowledge of the significance of said transactions would not be readily available to Grace;
  - u. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented that she had

access Grace's Bank of America accounts to assist Grace when she spent \$307,332.31 of the funds for her own personal financial gain despite Christina's knowledge of the significance of said transactions would not be readily available to Grace;

v. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace; and

w. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Wright, concealed that Tameeka Wolfe, Sharessa Brookins, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Christina's knowledge of the significance of said conduct would not be readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Christina Wright, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Christina Wright, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Christina Wright, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$467,679.38

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XLVII**

**Charles Golbert v Christina Wright**  
(Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count XLVII.

251. At all times relevant to this Complaint, Grace has a right of control, dominion and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional right of immediate possession of her money and the abovementioned accounts.

253. The Defendant, Christina Wright, committed one or more of the following acts of conversion:

- a. On or about March 30, 2017, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- b. On or about April 3, 2017, assumed control, dominion, and/or ownership of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- c. On or about April 30, 2017, assumed control, dominion, and/or ownership of \$5,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- d. On or about May 16, 2017, assumed control, dominion, and/or

- e. ownership of \$40,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge; On or about August 7, 2017, assumed control, dominion, and/or ownership of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- f. On or about March 14, 2018, assumed control, dominion, and/or ownership of \$45,347.07 from Grace's TCF National Bank account without Grace's authority and/or knowledge; and
- g. Upon information and belief, during the time period of March 30, 2017, through September 6, 2018, assumed control, dominion, and/or ownership of \$307,332.31 from Grace's Bank of America accounts ending in 4169, 7908, and 9331 without her authority and/or knowledge.

254. As a direct, legal, and proximate result of one or more of the aforesaid acts of conversion committed by the Defendant, Christina Wright, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to severe emotional distress, and a deprivation of the funds contained in her accounts in the amount of \$467,679.38.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT XLVIII**  
**Charles Golbert v Christina Wright**  
(Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of



Count XLVIII.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, the Defendants, Christina Wright, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720 ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

.....

Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).

A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or

employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. At all times relevant to this Complaint, the Defendant, Christina Wright, violated the statute and committed one or more of the following acts of financial exploitation:

- a. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- b. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- c. Issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- d. Presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- e. Knowingly obtained control of a check on or about April 3, 2017, in the amount of \$5,000.00 from Grace through means of intimidation;
- f. Knowingly obtained control of a check on or about April 3, 2017, in the amount of \$5,000.00 from Grace through means of deception;
- g. Issued a check to herself from Grace's account on or about April 3, 2017, in the amount of \$5,000.00 without Grace's knowledge and/or authority;
- h. Presented Grace with a blank check on or about April 3, 2017 for

her signature and misrepresented the amount of and/or purpose of the check;

- i. Knowingly obtained control of a check on or about April 30, 2017, in the amount of \$5,000.00 from Grace through means of intimidation;
- j. Knowingly obtained control of a check on or about April 30, 2017, in the amount of \$5,000.00 from Grace through means of deception;
- k. Issued a check to herself from Grace's account on or about April 30, 2017, in the amount of \$5,000.00 without Grace's knowledge and/or authority;
- l. Presented Grace with a blank check on or about April 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- m. Knowingly obtained control of a check on or about May 16, 2017, in the amount of \$40,000.00 from Grace through means of intimidation;
- n. Knowingly obtained control of a check on or about May 16, 2017, in the amount of \$40,000.00 from Grace through means of deception;
- o. Issued a check to herself from Grace's account on or about May 16, 2017, in the amount of \$40,000.00 without Grace's knowledge and/or authority;
- p. Presented Grace with a blank check on or about May 16, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- q. Knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- r. Knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- s. Issued a check to herself from Grace's account on or about August 7, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority;
- t. Presented Grace with a blank check on or about August 7, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- u. Knowingly obtained control of a check on or about March 14, 2018 in the amount of \$45,347.07 from Grace through means of intimidation;
- v. Knowingly obtained control of a check on or about March 14, 2018, in the amount of \$45,347.07 from Grace through means of deception;
- w. Issued a check to herself from Grace's account on or about March 14, 2018 in the amount of \$45,347.07 without Grace's knowledge

- and/or authority;
- x. Presented Grace with a blank check on or about March 14, 2018 for her signature and misrepresented the amount of and/or purpose of the check;
  - y. During the time period of March 30, 2017, through September 6, 2018, knowingly took control of Grace's JPMorgan Chase Bank accounts through means of intimidation and accessed, utilized, converted, and/or misappropriated \$307,332.31;
  - z. During the time period of March 30, 2017, through September 6, 2018, knowingly took control of Grace's JPMorgan Chase Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$307,332.31;
  - aa. During the time period of March 30, 2017, through September 6, 2018, spent \$307,332.31; from Grace's JPMorgan Chase Bank accounts without Grace's knowledge and/or permission; and
  - bb. During the time period of March 30, 2017, through September 6, 2018, misrepresented the purpose and/or amount spent from Grace's JPMorgan Chase Bank accounts and spent \$307,332.31 for her personal use.

255. As a direct, legal, and proximate cause of the Defendant, Christina Wright, acts of financial exploitation, Grace suffered a loss in an amount \$467,679.38

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, in a fair and just amount in excess of \$1,403,038.14 Dollars, an amount equal to but not less than three times the amount Grace was exploited by the Defendant, Christina Wright, plus attorney's fees and costs as provided by Statute.

**COUNT XLIX**

**Charles Golbert v Christina Wright**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant,

Christina Wright. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count XLIX.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT L**

**Charles Golbert v Christina Wright**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 250 of Count L.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, asks that a judgment be entered against the Defendant, Christina Wright, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LI**

**Charles Golbert v Christina Wright**  
(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of

the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count LI.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Wright, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LII**  
**Charles Golbert v. Sharessa Brookins**  
(Accounting of Incapacity)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LII.

251. Grace Watanabe suffers from dementia which results in memory loss and impaired executive functioning.

252. Dr. Geoffrey Shaw evaluated Grace on August 28, 2018 in her apartment at Symphony Residences of Lincoln Park.

253. During her evaluation, Grace reported that she was recently victimized by staff at

Symphony. Grace recalled Tameeka Wolfe, the Business Manager, to assist her with her finances, only to later discover that Tameeka Wolfe and Christina Wright added their names to her bank accounts and used that access to steal her money using the ATM and online “quick pay” banking functions.

254. When asked by Dr. Shaw, Grace did not know the current value of her estate or how much money she had left in any of her bank accounts. Grace could not recall how much money was taken by the employees, but reported that it was without her authorization and she admitted to being embarrassed by the theft. Grace was unable to tell Dr. Shaw or the Chicago Police Detective the names of all of the employees who exploited her.

255. As Dr. Shaw’s examination continued, Grace was unable to recall how she learned of the thefts and could not recall how the Chicago Police became involved. Grace did not remember if she executed any estate planning documents, including a will and a power of attorney, though she purportedly signed those documents a few weeks earlier, on August 10, 2018.

256. Dr. Shaw opined that Grace is severely impaired with respect to memory recall and executive functioning, consistent with dementia. Dr. Shaw concluded that Grace was totally incapable of making financial and legal decisions since at least 2016.

257. Due to her incapacity and inability to manage her financial affairs, Grace lacked the requisite capacity to execute any legal document, including a power of attorney, agreement, will or trust.

258. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, knew Grace was elderly, suffering from dementia, had memory-loss, unable to care for herself and unable to make appropriate decisions regarding her estate and her

person. These Defendants were particularly knowledgeable of Grace's disabilities since they were employed at the supportive living facility charged with caring for Grace.

259. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, also knew that Grace required assistance paying her bills, banking, and paying her income taxes. Grace also lived at Symphony because she required assistance with activities of daily living, including, personal care, meals, and bathing.

260. Accordingly, each and every financial transaction, including every legal and financial document, banking document, and personal check, purportedly executed by Grace Watanabe after 2016, must be rendered null and void based on Grace's incapacity and inability to comprehend and appreciate any and all legal and financial matters.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, that any and all documents authorizing Sharessa Brookins to be added to any and all of Grace's bank accounts, any and all documents authorizing Sharessa Brookins access to Grace's bank accounts, any and all transactions transferring money to Sharessa Brookins from Grace's bank accounts, and any and all financial instruments transferring control, dominion, and/or ownership of Grace's funds to Sharessa Brookins, be rendered null and void.

**COUNT LIII**  
**Charles Golbert v Sharessa Brookins**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys,



the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LIII.

251. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Sharessa Brookins, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- c. Failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- d. Failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- e. Failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$15,000.00;
- f. Failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- g. Failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;

- h. Failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$15,000.00
- i. Failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- j. Failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$15,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- k. Failed to act with loyalty on or about June 6, 2017 when she issued a check to herself in the amount of \$30,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- l. Failed to act with loyalty on or about June 6, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$30,000.00;
- m. Failed to act with loyalty on or about June 6, 2017 when she misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- n. Failed to act with trust on or about June 6, 2017 when she issued a check to herself in the amount of \$30,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- o. Failed to act with trust on or about June 6, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Sharessa in the amount of \$30,000.00
- p. Failed to act with trust on or about June 6, 2017 when she misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- q. Failed to act with due care on or about June 6, 2017 when she accepted a check in an amount of \$30,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- r. Failed to act with loyalty during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- s. Failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- t. Failed to act with loyalty during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain;

- u. Failed to act with trust during the time period of March 30, 2017 through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending 3291, 0296, and 3543 without Grace's permission and/or authority;
- v. Failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she failed to inform Grace she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own personal use;
- w. Failed to act with trust during the time period of March 30, 2017, through September 6, 2018 when she misappropriated \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 for her own financial gain; and
- x. Failed to act with due care during the time period of March 30, 2017, through September 6, 2018 when she spent \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 when she knew or should have known Grace was not mentally competent to authorize any transactions.

253. As a direct, legal, and proximate result of one or more of the Defendant, Sharessa Brookins's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$242,434.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LIV**  
**Charles Golbert v Sharessa Brookins**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant,

Sharessa Brookins. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LIV.

251. At all times relevant, the Defendant, Sharessa Brookins, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Sharessa Brookins, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Sharessa Brookins, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;
- b. The Defendant, Sharessa Brookins, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Sharessa's own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;
- c. The Defendant, Sharessa Brookins, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Sharessa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction would not be readily available to Grace;
- d. The Defendant, Sharessa Brookins, issued a check to herself in the amount of \$30,000.00 from Grace's JPMorgan Chase Bank account on or about June 6, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;

- e. The Defendant, Sharessa Brookins, presented a check in the amount of \$30,000.00 to Grace on or about June 6, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Sharessa's own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction was not readily available to Grace;
- f. The Defendant, Sharessa Brookins, presented a blank check to Grace for her JPMorgan Bank account on or about June 6, 2017, and misrepresented what the amount and/or purpose would be when Sharessa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Sharessa's knowledge of the significance of said transaction would not be readily available to Grace;
- g. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, spent \$197,434.82 from Grace's TCF National Bank accounts and misrepresented the purpose and/or the amount of the expenditures to Grace when she knew she spent the money for her own personal financial gain despite Sharessa's knowledge of the significance of said transactions would not be readily available to Grace;
- h. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, misrepresented that she was using Grace's TCF National Bank accounts for Grace's benefit when she spent \$197,434.82 for her own personal financial gain despite Sharessa's knowledge of the significance of said transactions would not be readily available to Grace;
- i. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, misrepresented that she had access Grace's TCF National Bank accounts to assist Grace when she spent \$197,434.82 of the funds for her own personal financial gain despite Sharessa's knowledge of the significance of said transactions would not be readily available to Grace;
- j. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Christina Wright, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace; and
- k. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Sharessa Brookins, concealed that Tameeka Wolfe, Christina Wright, Christina Posada, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Sharessa's knowledge of the significance of said conduct would

not be readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Sharessa Brookins, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Sharessa Brookins, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Sharessa Brookins, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$242,434.82

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNTLY**  
**Charles Golbert v Sharessa Brookins**  
(Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LII.

251. At all times relevant to this Complaint, Grace has a right of control, dominion

and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional right of immediate possession of her money and the abovementioned accounts.

253. The Defendant, Sharessa Brookins, committed one or more of the following acts of conversion:

- a. On or about March 30, 2017, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- b. On or about June 6, 2017, assumed control, dominion, and/or ownership of \$30,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge;
- c. Upon information and belief, during the time period of March 30, 2017, through September 6, 2018, assumed control, dominion, and/or ownership of \$197,434.82 from Grace's TCF National Bank accounts ending in 3291, 0296, and 3543 without her authority and/or knowledge.

254. As a direct, legal, and proximate result of one or more of the aforesaid acts of conversion committed by the Defendant, Sharessa Brookins, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to severe emotional distress, and a deprivation of the funds contained in her accounts in the amount of \$242,434.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of Fifty-Thousand

Dollars (\$50,000.00).

**COUNT LVI**

**Charles Golbert v Sharessa Brookins**

(Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LVI.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, the Defendants, Sharessa Brookins, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720 ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

.....

Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).



A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. At all times relevant to this Complaint, the Defendant, Sharessa Brookins, violated the statute and committed one or more of the following acts of financial exploitation:

- a. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- b. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;

- c. Issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- d. Presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- e. Knowingly obtained control of a check on or about June 6, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- f. Knowingly obtained control of a check on or about June 6, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- g. Issued a check to herself from Grace's account on or about June 6, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- h. Presented Grace with a blank check on or about June 6, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- i. During the time period of March 30, 2017, through September 6, 2018, knowingly took control of Grace's TCF National Bank accounts through means of intimidation and accessed, utilized, converted, and/or misappropriated \$197,434.82
- j. During the time period of March 30, 2017, through September 6, 2018, knowingly took control of Grace's TCF National Bank accounts through means of deception and accessed, utilized, converted, and/or misappropriated \$197,434.82;
- k. During the time period of March 30, 2017, through September 6, 2018, spent \$197,434.82 from Grace's TCF National Bank accounts without Grace's knowledge and/or permission; and
- l. During the time period of March 30, 2017, through September 6, 2018, misrepresented the purpose and/or amount spent from Grace's TCF National Bank accounts and spent \$197,434.82 for her personal use.

255. As a direct, legal, and proximate cause of the Defendant, Sharessa Brookins, acts of financial exploitation, Grace suffered a loss in an amount \$242,434.82.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of \$727,304.46

Dollars, an amount equal to but not less than three times the amount Grace was exploited by the Defendant, Sharessa Brookins, plus attorney's fees and costs as provided by Statute.

**COUNT LVII**

**Charles Golbert v Sharessa Brookins**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count LVII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LVIII**

**Charles Golbert v Sharessa Brookins**

(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 270 of Count LVIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, asks that a judgment be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LIX**

**Charles Golbert v Sharessa Brookins**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Sharessa Brookins. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count LIX.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Sharessa Brookins, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LX**

**Charles Golbert v. Christina Posada**

(Accounting of Incapacity)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of

Count LX.

251. Grace Watanabe suffers from dementia which results in memory loss and impaired executive functioning.

252. Dr. Geoffrey Shaw evaluated Grace on August 28, 2018 in her apartment at Symphony Residences of Lincoln Park.

253. During her evaluation, Grace reported that she was recently victimized by staff at Symphony. Grace recalled Tameeka Wolfe, the Business Manager, to assist her with her finances, only to later discover that Tameeka Wolfe and Christina Wright added their names to her bank accounts and used that access to steal her money using the ATM and online “quick pay” banking functions.

254. When asked by Dr. Shaw, Grace did not know the current value of her estate or how much money she had left in any of her bank accounts. Grace could not recall how much money was taken by the employees, but reported that it was without her authorization and she admitted to being embarrassed by the theft. Grace was unable to tell Dr. Shaw or the Chicago Police Detective the names of all of the employees who exploited her.

255. As Dr. Shaw’s examination continued, Grace was unable to recall how she learned of the thefts and could not recall how the Chicago Police became involved. Grace did not remember if she executed any estate planning documents, including a will and a power of attorney, though she purportedly signed those documents a few weeks earlier, on August 10, 2018.

256. Dr. Shaw opined that Grace is severely impaired with respect to memory recall and executive functioning, consistent with dementia. Dr. Shaw concluded that Grace was totally incapable of making financial and legal decisions since at least 2016.

257. Due to her incapacity and inability to manage her financial affairs, Grace lacked the requisite capacity to execute any legal document, including a power of attorney, agreement, will or trust.

258. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, knew Grace was elderly, suffering from dementia, had memory-loss, unable to care for herself and unable to make appropriate decisions regarding her estate and her person. These Defendants were particularly knowledgeable of Grace's disabilities since they were employed at the supportive living facility charged with caring for Grace.

259. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, also knew that Grace required assistance paying her bills, banking, and paying her income taxes. Grace also lived at Symphony because she required assistance with activities of daily living, including, personal care, meals, and bathing.

260. Accordingly, each and every financial transaction, including every legal and financial document, banking document, and personal check, purportedly executed by Grace Watanabe after 2016, must be rendered null and void based on Grace's incapacity and inability to comprehend and appreciate any and all legal and financial matters.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, that any and all transactions transferring money to Christina Posada from Grace's bank accounts, and any and all financial instruments transferring control, dominion, and/or ownership of Grace's funds to Christina Posada, be rendered null and void.

**COUNT LXI**  
**Charles Golbert v Christina Posada**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXI.

251. At all times relevant to this Complaint, the Defendant, Christina Posada, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Christina Posada, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- c. Failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- d. Failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- e. Failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check

- issued to Christina in the amount of \$15,000.00;
- f. Failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - g. Failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - h. Failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$15,000.00
  - i. Failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - j. Failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$15,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
  - k. Failed to act with loyalty on or about September 1, 2017 when she issued a check to herself in the amount of \$10,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
  - l. Failed to act with loyalty on or about September 1, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$10,000.00;
  - m. Failed to act with loyalty on or about September 1, 2017 when she misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
  - n. Failed to act with trust on or about September 1, 2017 when she issued a check to herself in the amount of \$10,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
  - o. Failed to act with trust on or about September 1, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Christina in the amount of \$10,000.00
  - p. Failed to act with trust on or about September 1, 2017 when she misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain; and
  - q. Failed to act with due care on or about September 1, 2017 when she accepted a check in an amount of \$10,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check.

253. As a direct, legal, and proximate result of one or more of the Defendant, Christina Posada's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature,



including, but not limited to, severe emotional distress, and a financial loss of \$25,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXII**  
**Charles Golbert v Christina Posada**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXII.

251. At all times relevant, the Defendant, Christina Posada, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Christina Posada, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Christina Posada, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was

- not readily available to Grace;
- b. The Defendant, Christina Posada, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
  - c. The Defendant, Christina Posada, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
  - d. The Defendant, Christina Posada, issued a check to herself in the amount of \$10,000.00 from Grace's JPMorgan Chase Bank account on or about September 1, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
  - e. The Defendant, Christina Posada, presented a check in the amount of \$10,000.00 to Grace on or about September 1, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Christina's own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction was not readily available to Grace;
  - f. The Defendant, Christina Posada, presented a blank check to Grace for her JPMorgan Bank account on or about September 1, 2017, and misrepresented what the amount and/or purpose would be when Christina knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Christina's knowledge of the significance of said transaction would not be readily available to Grace;
  - g. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Posada, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace; and
  - h. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Christina Posada, concealed that Tameeka Wolfe, Christina Wright, Sharessa Brookins, Lisa Lash, Kathleen

Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Christina's knowledge of the significance of said conduct would not be readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Christina Posada, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Christina Posada, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Christina Posada, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$25,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXIII**  
**Charles Golbert v Christina Posada**  
(Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXIII.

251. At all times relevant to this Complaint, Grace has a right of control, dominion

and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional right of immediate possession of her money and the abovementioned accounts.

253. The Defendant, Christina Posada, committed one or more of the following acts of conversion:

- a. On or about March 30, 2017, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge; and
- b. On or about September 1, 2017, assumed control, dominion, and/or ownership of \$10,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge.

254. As a direct, legal, and proximate result of one or more of the aforesaid acts of conversion committed by the Defendant, Christina Posada, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to severe emotional distress, and a deprivation of the funds contained in her accounts in the amount of \$25,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXIV**  
**Charles Golbert v Christina Posada**

(Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXIV.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, the Defendants, Christina Posada, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720 ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

.....

Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).

A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources,

or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. At all times relevant to this Complaint, the Defendant, Christina Posada, violated the statute and committed one or more of the following acts of financial exploitation:

- a. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- b. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- c. Issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- d. Presented Grace with a blank check on or about March 30, 2017

- for her signature and misrepresented the amount of and/or purpose of the check;
- e. Knowingly obtained control of a check on or about September 1, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
  - f. Knowingly obtained control of a check on or about September 1, 2017, in the amount of \$15,000.00 from Grace through means of deception;
  - g. Issued a check to herself from Grace's account on or about September 1, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority; and
  - h. Presented Grace with a blank check on or about September 1, 2017 for her signature and misrepresented the amount of and/or purpose of the check.

255. As a direct, legal, and proximate cause of the Defendant, Christina Posada, acts of financial exploitation, Grace suffered a loss in an amount \$25,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, in a fair and just amount in excess of \$75,000.00 Dollars, an amount equal to but not less than three times the amount Grace was exploited by the Defendant, Christina Posada, plus attorney's fees and costs as provided by Statute.

**COUNT LXV**

**Charles Golbert v Christina Posada**

(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count LXV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXVI**

**Charles Golbert v Christina Posada**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 250 of Count VII as paragraphs 1 through 270 of Count LXVI.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, asks that a judgment be entered against the Defendant, Christina Posada, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXVII**

**Charles Golbert v Christina Posada**  
(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Posada. In support of, Plaintiff states:



1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count LXVII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Christina Posada, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXVIII**  
**Charles Golbert v. Lisa Lash**  
(Accounting of Incapacity)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Christina Wright. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXVIII.

251. Grace Watanabe suffers from dementia which results in memory loss and impaired executive functioning.

252. Dr. Geoffrey Shaw evaluated Grace on August 28, 2018 in her apartment at Symphony Residences of Lincoln Park.

253. During her evaluation, Grace reported that she was recently victimized by staff at Symphony. Grace recalled Tameeka Wolfe, the Business Manager, to assist her with her finances, only to later discover that Tameeka Wolfe and Christina Wright added their names to her bank accounts and used that access to steal her money using the ATM and online “quick pay” banking functions.

254. When asked by Dr. Shaw, Grace did not know the current value of her estate or how much money she had left in any of her bank accounts. Grace could not recall how much money was taken by the employees, but reported that it was without her authorization and she admitted to being embarrassed by the theft. Grace was unable to tell Dr. Shaw or the Chicago Police Detective the names of all of the employees who exploited her.

255. As Dr. Shaw's examination continued, Grace was unable to recall how she learned of the thefts and could not recall how the Chicago Police became involved. Grace did not remember if she executed any estate planning documents, including a will and a power of attorney, though she purportedly signed those documents a few weeks earlier, on August 10, 2018.

256. Dr. Shaw opined that Grace is severely impaired with respect to memory recall and executive functioning, consistent with dementia. Dr. Shaw concluded that Grace was totally incapable of making financial and legal decisions since at least 2016.

257. Due to her incapacity and inability to manage her financial affairs, Grace lacked the requisite capacity to execute any legal document, including a power of attorney, agreement, will or trust.

258. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, knew Grace was elderly, suffering from dementia, had memory-loss, unable to care for herself and unable to make appropriate decisions regarding her estate and her person. These Defendants were particularly knowledgeable of Grace's disabilities since they were employed at the supportive living facility charged with caring for Grace.

259. The Defendants, Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, and Lisa Lash, also knew that Grace required assistance paying her bills, banking, and

paying her income taxes. Grace also lived at Symphony because she required assistance with activities of daily living, including, personal care, meals, and bathing.

260. Accordingly, each and every financial transaction, including every legal and financial document, banking document, and personal check, purportedly executed by Grace Watanabe after 2016, must be rendered null and void based on Grace's incapacity and inability to comprehend and appreciate any and all legal and financial matters.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Lisa Lash, any and all transactions transferring money to Lisa Lash from Grace's bank accounts, and any and all financial instruments transferring control, dominion, and/or ownership of Grace's funds to Lisa Lash, be rendered null and void.

**COUNT LXIX**  
**Charles Golbert v Lisa Lash**  
(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa Lash. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXIX.

251. At all times relevant to this Complaint, the Defendant, Lisa Lash, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Lisa Lash, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with trust on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- c. Failed to act with due care on and after March 30, 2017 when she knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- d. Failed to act with loyalty on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;
- e. Failed to act with loyalty on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$15,000.00;
- f. Failed to act with loyalty on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- g. Failed to act with trust on or about March 30, 2017 when she issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- h. Failed to act with trust on or about March 30, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$15,000.00
- i. Failed to act with trust on or about March 30, 2017 when she misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- j. Failed to act with due care on or about March 30, 2017 when she accepted a check in an amount of \$15,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check;
- k. Failed to act with loyalty on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Graces permission and/or authority;

- l. Failed to act with loyalty on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$50,000.00;
- m. Failed to act with loyalty on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain;
- n. Failed to act with trust on or about August 7, 2017 when she issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account without Grace's permission and/or authority;
- o. Failed to act with trust on or about August 7, 2017 when she failed to inform Grace of the amount and/or purpose of the check issued to Lisa in the amount of \$50,000.00
- p. Failed to act with trust on or about August 7, 2017 when she misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account for her own financial gain; and
- q. Failed to act with due care on or about August 7, 2017 when she accepted a check in an amount of \$50,000.00 from Grace's JPMorgan Chase Bank account when she knew or should have known Grace was not mentally competent to issue said check.

253. As a direct, legal, and proximate result of one or more of the Defendant, Lisa Lash's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$65,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Lisa Lash, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXX**  
**Charles Golbert v Lisa Lash**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa

Lash. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXX.

251. At all times relevant, the Defendant, Christina Wright, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Lisa Lash, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Lisa Lash, issued a check to herself in the amount of \$15,000.00 from Grace's JPMorgan Chase Bank account on or about March 30, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;
- b. The Defendant, Lisa Lash, presented a check in the amount of \$15,000.00 to Grace on or about March 30, 2017 and misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Lisa's own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;
- c. The Defendant, Lisa Lash, presented a blank check to Grace for her JPMorgan Bank account on or about March 30, 2017, and misrepresented what the amount and/or purpose would be when Lisa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction would not be readily available to Grace;
- d. The Defendant, Lisa Lash, issued a check to herself in the amount of \$50,000.00 from Grace's JPMorgan Chase Bank account on or about August 7, 2017 to make it appear as if Grace had signed the check and/or authorized said transaction and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;
- e. The Defendant, Lisa Lash, presented a check in the amount of \$50,000.00 to Grace on or about August 7, 2017 and

misrepresented to Grace that the funds would be used for Grace's benefit despite the check being for Lisa's own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction was not readily available to Grace;

- f. The Defendant, Lisa Lash, presented a blank check to Grace for her JPMorgan Bank account on or about August 7, 2017, and misrepresented what the amount and/or purpose would be when Lisa knew the check would be for her own personal financial gain and intentionally withheld this information from Grace despite Lisa's knowledge of the significance of said transaction would not be readily available to Grace;
- g. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Lisa Lash, misrepresented the purpose and/or amounts of checks that were issued to Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Kathleen Napolitano, and Patricia Phillips, RN, despite her knowledge of the significance of said transactions would not be readily available to Grace; and
- h. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Lisa Lash, concealed that Tameeka Wolfe, Christina Wright, Sharessa Brookins, Christina Posada, Kathleen Napolitano, and Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated Grace's finances despite Lisa's knowledge of the significance of said conduct would not be readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Lisa Lash, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Lisa Lash, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Lisa Lash, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$65,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered

against the Defendant, Lisa Lash, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXI**  
**Charles Golbert v Lisa Lash**  
(Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa Lash. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXI.

251. At all times relevant to this Complaint, Grace has a right of control, dominion and/or ownership over her money, and the following accounts:

- a. Bank of America ending in 4169;
- b. Bank of America ending in 7908;
- c. Bank of America ending in 9331;
- d. JPMorgan Chase Bank ending in 1755;
- e. JPMorgan Chase Bank ending in 3516;
- f. TCF National Bank ending in 3291;
- g. TCF National Bank ending in 0296; and
- h. TCF National Bank ending in 3543.

252. At all times relevant to this Complaint, Grace had an absolute and unconditional right of immediate possession of her money and the abovementioned accounts.

253. The Defendant, Lisa Lash, committed one or more of the following acts of conversion:

- a. On or about March 30, 2017, assumed control, dominion, and/or ownership of \$15,000.00 from Grace's JPMorgan Chase Bank account without Grace's authority and/or knowledge; and
- b. On or about August 7, 2017, assumed control, dominion, and/or ownership of \$50,000.00 from Grace's JPMorgan Chase Bank



account without Grace's authority and/or knowledge.

254. As a direct, legal, and proximate result of one or more of the aforesaid acts of conversion committed by the Defendant, Lisa Lash, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to severe emotional distress, and a deprivation of the funds contained in her accounts in the amount of \$65,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Lisa Lash, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXII**

**Charles Golbert v Lisa Lash**

(Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa Lash. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXVII.

251. Pursuant to 720 ILCS 5/17-56(g), the remedies provided by the Financial Exploitation of an Elderly Person or Person With a Disability act are cumulative and shall not be construed as limiting or affecting the right of any person to bring any cause of action or seeking any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

252. At all times relevant to this Complaint, the Defendants, Lisa Lash, had a statutory duty to not financially exploit an elderly person or a person with a disability, as provided by 720

ILCS 5/17-56:

A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an elderly person or a person with a disability or illegally uses the assets or resources of an elderly person or a person with a disability. 720 ILCS 5/17-56(a).

.....

Elderly person means a person 60 years of age or older. 720 ILCS 5/17-56(c)(1).

A Person with a disability means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both. 720 ILCS 5/17-56(c)(2).

Intimidation means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code. 720 ILCS 5/17-56(c)(3).

Deception means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the party involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. 720 ILCS 5/17-56(c)(4).

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of fiduciary relationship, fraud, deception, extortion, or the use of the assets or resources contrary to law. 720 ILCS 5/17-56(c).

253. 720 ILCS 5/17-56(g) provides as follows:

Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs.

254. At all times relevant to this Complaint, the Defendant, Lisa Lash, violated the statute and committed one or more of the following acts of financial exploitation:

- a. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of intimidation;
- b. Knowingly obtained control of a check on or about March 30, 2017, in the amount of \$15,000.00 from Grace through means of deception;
- c. Issued a check to herself from Grace's account on or about March 30, 2017, in the amount of \$15,000.00 without Grace's knowledge and/or authority;
- d. Presented Grace with a blank check on or about March 30, 2017 for her signature and misrepresented the amount of and/or purpose of the check;
- e. Knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of intimidation;
- f. Knowingly obtained control of a check on or about August 7, 2017, in the amount of \$50,000.00 from Grace through means of deception;
- g. Issued a check to herself from Grace's account on or about August 7, 2017, in the amount of \$50,000.00 without Grace's knowledge and/or authority; and
- h. Presented Grace with a blank check on or about August 7, 2017 for her signature and misrepresented the amount of and/or purpose of the check.

255. As a direct, legal, and proximate cause of the Defendant, Lisa Lash, acts of financial exploitation, Grace suffered a loss in an amount \$65,000.00

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered

against the Defendant, Lisa Lash, in a fair and just amount in excess of \$195,000.00 Dollars, an amount equal to but not less than three times the amount Grace was exploited by the Defendant, Lisa Lash, plus attorney's fees and costs as provided by Statute.

**COUNT LXXIII**  
**Charles Golbert v Lisa Lash**  
(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa Lash. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count LXXIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Lisa Lash, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXIV**  
**Charles Golbert v Lisa Lash**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa Lash. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1

through 270 of Count LXXIV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, asks that a judgment be entered against the Defendant, Lisa Lash, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXV**

**Charles Golbert v Lisa Lash**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Lisa Lash. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count LXXV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Lisa Lash, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXVI**

**Charles Golbert v Moshe Siegal**

(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant,

Moshe Siegal. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXXVI.

251. At all times relevant to this Complaint, the Defendant, Moshe Siegal, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Moshe Siegal, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- c. Failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- d. Failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- e. Failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- f. Failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- g. Failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's

finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;

- h. Failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- i. Failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- j. Failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- k. Failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- l. Failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- m. Failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- n. Failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds; and
- o. Failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances.

253. As a direct, legal, and proximate result of one or more of the Defendant, Moshe Siegal's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moshe Siegal, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXVII**  
**Charles Golbert v Moshe Siegal**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moshe Siegal. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXXVI.

251. At all times relevant, the Defendant, Moshe Siegal, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Moshe Siegal, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe,



- accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- g. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- h. The Defendant, Moshe Siegal, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- i. The Defendant, Moshe Siegal, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint accountholder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not

readily available to Grace;

- j. The Defendant, Moshe Siegal, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- k. The Defendant, Moshe Siegal, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- l. The Defendant, Moshe Siegal, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- m. The Defendant, Moshe Siegal, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- n. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- o. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Moshe Siegal, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Moshe Siegal, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00

- from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Moshe Siegal, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- s. The Defendant, Moshe Siegal, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Moshe Siegal, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- u. The Defendant, Moshe Siegal, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- v. The Defendant, Moshe Siegal, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- w. The Defendant, Moshe Siegal, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Moshe Siegal, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright,

accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- y. The Defendant, Moshe Siegal, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- z. The Defendant, Moshe Siegal, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Moshe Siegal, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bb. The Defendant, Moshe Siegal, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- cc. The Defendant, Moshe Siegal, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- dd. The Defendant, Moshe Siegal, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- ee. The Defendant, Moshe Siegal, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace; and
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Moshe Siegal, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Moshe Siegal, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Moshe Siegal, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moshe Siegal, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXVIII**  
**Charles Golbert v Moshe Siegal**  
(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moshe Siegal. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count LXXVIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moshe Siegal, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXIX**  
**Charles Golbert v Moshe Siegal**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moshe Siegal. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VII as paragraphs 1 through 270 of Count LXXXI.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys,

the Cook County Public Guardian, asks that a judgment be entered against the Defendant, Moshe Siegal, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXX**

**Charles Golbert v Moshe Siegal**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moshe Siegal. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count LXXX.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moshe Siegal, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXXI**

**Charles Golbert v Moises Alipala**

(Breach of Fiduciary Duty)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moises Alipala. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXXXI.

251. At all times relevant to this Complaint, the Defendant, Moises Alipala, owed fiduciary duties, including, but not limited to duties of, loyalty, care, honesty, good faith, and trust, to Grace.

252. The Defendant, Moises Alipala, breached those fiduciary duties in one or more of the following acts and/or omissions:

- a. Failed to act with loyalty on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- b. Failed to act with loyalty on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- c. Failed to act with loyalty on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;
- d. Failed to act with loyalty on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- e. Failed to act with Loyalty on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- f. Failed to act with trust on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity;
- g. Failed to act with trust on and after March 30, 2017 when he discovered Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and intentionally took no action to prevent further access, utilization, conversion, and/or misappropriation of Grace's finances;
- h. Failed to act with trust on and after March 30, 2017 when he failed to immediately terminate the staff members that accessed, utilized, converted, and/or misappropriated Grace's finances;



- i. Failed to act with trust on and after March 30, 2017 when he failed to immediately file a report with a governmental and/or law enforcement agency upon the discovery that staff members accessed, utilized, converted, and/or misappropriated Grace's finances;
- j. Failed to act with trust on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances
- k. Failed to act with due care on and after March 30, 2017 when he knew Symphony Residences of Lincoln Park staff members accessed, utilized, converted, and/or misappropriated Grace's finances and failed to report said activity when she knew or should have known Grace was not mentally competent to authorize said actions and/or did not have knowledge of said actions;
- l. Failed to act with due care on and after March 30, 2017 when he failed to immediately terminate the employees that accessed, utilized, converted, and/or misappropriated Grace's finances;
- m. Failed to act with due care on and after March 30, 2017 when he instructed Erika Cruz to not file a report with a governmental and/or law enforcement agency against Symphony Residences of Lincoln Park for accessing, utilizing, converting, and/or misappropriating Grace's finances;
- n. Failed to act with due care on and after March 30, 2017 when he failed to take any action to prevent staff members further accessing, utilizing, converting, and/or misappropriating Grace's funds; and
- o. Failed to act with due care on and after March 30, 2017 when he failed to immediately file a report with governmental and/or law enforcement agency once she discovered that staff members accessed, utilized, converted, and/or misappropriated Grace's finances.

253. As a direct, legal, and proximate result of one or more of the Defendant, Moises Alipala's, breach of fiduciary duties, Grace suffered injuries of a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered

against the Defendant, Moises Alipala, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXXII**  
**Charles Golbert v Moises Alipala**  
(Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moises Alipala. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXXXII.

251. At all times relevant, the Defendant, Moises Alipala, owed Grace the duty to inform her of any sort of financial exploitation and/or abuse, and/or to protect her from neglect and/or abuse.

252. The Defendant, Moises Alipala, committed one or more of the following acts and/or omissions with the intent to prevent Grace from discovering that she was being financially exploited and/or abused, and/or that her assets were being converted and/or misappropriated:

- a. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- b. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$6,500.00 for the benefit of her daughter, Bianca Jurious', financial gain from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- c. The Defendant, Moshe Siegal, on or about March 30, 2017,

- concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- d. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- e. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- f. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- g. The Defendant, Moshe Siegal, on or about March 30, 2017, concealed from Grace that Kathleen Napolitano, accessed, utilized, converted, and/or misappropriated \$15,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- h. The Defendant, Moshe Siegal, on or about April 3, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- i. The Defendant, Moshe Siegal, on or about April 6, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, was added as a joint account holder to Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the action was not readily available to Grace;
- j. The Defendant, Moshe Siegal, on or about April 19, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the

- significance of the transaction was not readily available to Grace;
- k. The Defendant, Moshe Siegal, on or about April 30, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$5,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- l. The Defendant, Moshe Siegal, on or about June 6, 2017, concealed from Grace that the Defendant, Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$30,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- m. The Defendant, Moshe Siegal, on or about August 4, 2017, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$40,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- n. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- o. The Defendant, Moshe Siegal, on or about August 7, 2017, concealed from Grace that the Defendant, Lisa Lash, accessed, utilized, converted, and/or misappropriated \$50,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- p. The Defendant, Moshe Siegal, on or about August 31, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- q. The Defendant, Moshe Siegal, on or about September 1, 2017, concealed from Grace that the Defendant, Christina Posada, accessed, utilized, converted, and/or misappropriated \$10,000.00 from Grace's JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- r. The Defendant, Moshe Siegal, on or about September 14, 2017, concealed from Grace that Patricia Phillips, RN, accessed, utilized, converted, and/or misappropriated \$25,000.00 from Grace's

JPMorgan Chase Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- s. The Defendant, Moshe Siegal, on or about January 26, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$900.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- t. The Defendant, Moshe Siegal, on or about February 5, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- u. The Defendant, Moshe Siegal, on or about February 12, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$4,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- v. The Defendant, Moshe Siegal, on or about February 14, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- w. The Defendant, Moshe Siegal, on or about February 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- x. The Defendant, Moshe Siegal, on or about March 14, 2018, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$45,347.07 from Grace's TCF National Bank account and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- y. The Defendant, Moshe Siegal, on or about March 19, 2018, concealed from Grace that the Defendant, Tameeka Wolfe,

accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;

- z. The Defendant, Moshe Siegal, on or about April 2, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$1,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- aa. The Defendant, Moshe Siegal, on or about April 6, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- bb. The Defendant, Moshe Siegal, on or about April 16, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- cc. The Defendant, Moshe Siegal, on or about April 30, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- dd. The Defendant, Moshe Siegal, on or about June 4, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance of the transaction was not readily available to Grace;
- ee. The Defendant, Moshe Siegal, on or about June 15, 2018, concealed from Grace that the Defendant, Tameeka Wolfe, accessed, utilized, converted, and/or misappropriated \$2,000.00 from Grace's JPMorgan Chase Bank account using Grace's Zelle online banking application and intentionally withheld this information from Grace despite his knowledge of the significance

- of the transaction was not readily available to Grace;
- ff. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendants, Tameeka Wolfe, and/or Sharessa Brookins, accessed, utilized, converted, and/or misappropriated \$197,434.82 from Grace's TCF National Bank accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace; and
- gg. During the time period of March 30, 2017, through September 6, 2018, the Defendant, Moshe Siegal, concealed from Grace that the Defendant, Christina Wright, accessed, utilized, converted, and/or misappropriated \$307,332.31 from Grace's Bank of America accounts and intentionally withheld this information from Grace despite his knowledge of the significance of the transactions were not readily available to Grace.

253. As a direct, legal, and proximate result of one or more of the aforesaid fraudulent acts and/or omissions of the Defendant, Moises Alipala, Grace was induced to rely on the Defendants to her detriment and was prevented and/or deterred from discovering a claim against the Defendants, Moises Alipala, and/or Symphony Ivy, LLC, and may have been prevented and/or deterred from filing a claim against the Defendants, Moises Alipala, and/or Symphony Ivy, LLC, in a timely manner, and suffered additional injuries in personal and pecuniary nature, including, but not limited to, suffered severe emotional distress, and financial loss of \$715,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moises Alipala, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXXIII**  
**Charles Golbert v Moises Alipala**  
(Civil Conspiracy to Commit Fraudulent Concealment)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moises Alipala. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VI as paragraphs 1 through 270 of Count LXXXIII.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moises Alipala, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXXIV**  
**Charles Golbert v Moshe Siegal**  
(Civil Conspiracy to Commit Conversion)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moises Alipala. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count of VII as paragraphs 1 through 270 of Count LXXXIV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, asks that a judgment be entered against the Defendant, Moises Alipala, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).



**COUNT LXXXV**

**Charles Golbert v Moises Alipala**

(Civil Conspiracy to Commit Financial Exploitation of an Elderly or Disabled Person)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Moises Alipala. In support of, Plaintiff states:

1-270. The Plaintiff re-alleges paragraphs 1 through 270 of Count VIII as paragraphs 1 through 270 of Count LXXXV.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered against the Defendant, Moises Alipala, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXXVI**

**Charles Golbert v. Custom Home Care, LLC**

(Common Law Negligence )

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Custom Home Care, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXXXVI.

251. At all times relevant to this Complaint, Grace's overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, continence

management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

252. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC, through its actual, implied and/or apparent agents, servants and employees, knew or should have known that Grace required supervision and assistance with activities of daily living including continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to ensure that Grace received proper care and treatment to prevent her from being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

253. At all times relevant to this Complaint, Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

254. At all times relevant to this Complaint, the Defendant, through its actual, implied, and/or apparent agents, servants, and employees, knew or should have known that Grace was at risk for being financially exploited and/or abused, and/or having her assets converted and/or misappropriated.

255. At all times relevant to this Complaint, the Defendant, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to provide Grace with supervision and assistance with activities of daily living including, but not limited to, continence management, transportation, shopping, meal preparation, managing medication, and managing finances, to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets.

256. During the time period of March 30, 2017, through September 6, 2018, Grace was financially exploited and/or abused, and/or had her assets converted and/or misappropriated in

the amount of \$715,000.00.

257. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC, through its actual, implied, and/or apparent agents, servants, and employees, had a duty to use the skill and care ordinarily used by a reasonably careful home health provider under the same or similar circumstances.

258. The Defendant, Custom Home Care, LLC, through its actual, implied, and/or apparent agents, servants, and employees, was negligent one or more of the following negligent acts and/or omissions:

- a. Failed to ensure that the policies and procedures were properly implemented and followed;
- b. Failed to properly and timely report financial exploitation and/or abuse, and/or the conversion and/or misappropriation of assets once discovered;
- c. Failed to train staff members on reporting financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets; and
- d. Failed to ensure that staff members were properly trained on the prohibition of accepting monetary gifts from patients;
- e. Failed to implement appropriate safeguards to prevent financial exploitation and/or abuse, and/or the conversion and/or misappropriation of resident assets; and
- f. Failed to take reasonable steps to see that appropriate supervision and monitoring was given to Grace Watanabe when it was known, or should have been known, that Grace was being financially exploited and/or abused, and/or having her assets converted and/or misappropriated such care was urgently needed.

259. As a direct and proximate result of one or more of the Defendant, Custom Home Care, LLC's, negligent acts and/or omissions, Grace suffered injuries in a personal and pecuniary nature, including, but not limited to, severe emotional distress, and a financial loss of \$715,000.00.

**WHEREFORE**, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgement be entered

against the Defendant, Custom Home Care, LLC, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

**COUNT LXXXVII**

**Charles Golbert v. Custom Home Care, LLC**

(Common Law Negligent Retention, and Supervision of an Employee)

The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, complains against the Defendant, Custom Home Care, LLC. In support of, Plaintiff states:

1-250. The Plaintiff re-alleges paragraphs 1 through 250 as paragraphs 1 through 250 of Count LXXXVII.

251. At all times relevant to this Complaint, employers, like the Defendant, Custom Home Care, LLC, had a duty to act reasonably in hiring, supervising, and retaining its employees.

252. At all times relevant to this Complaint, a master, like the Defendant, Custom Home Care, LLC, has the duty to supervise its servants.

253. The initiation and existence of an employment relationship imposes a duty upon an employer, like the Defendant, Custom Home Care, LLC, to exercise reasonable care in employing only competent individuals.

254. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC, had a duty to retain employees who are fit and competent, to supervise their employees, and to implement measures to protect the residents, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

255. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC,

had a duty to train its employees to conduct themselves in a safe manner and in accordance with all applicable laws, regulations, and facility policies in order to protect patients, including Grace, from foreseeable risks, unreasonable risks of harm and the recurrence of inappropriate and wrongful employee behavior.

256. At all times relevant to this Complaint, it was foreseeable that a patient suffering from dementia could be harmed by an employer, like the Defendant, Custom Home Care, LLC's, failure to act reasonably in hiring, supervising, and retaining staff members who do not act appropriately when providing care or otherwise interacting with residents suffering from dementia.

257. At all times relevant to this Complaint, the Defendant, Custom Home Care, LLC, hired, retained and supervised the Defendants, Patricia Phillips, RN, posed a threat of financial exploitation of an elderly person and/or fraudulent conduct.

258. On or after March 30, 2017, the Defendant, Custom Home Care, LLC, knew, or in the exercise of reasonable and prudent diligence, should have known the staff members, including, but not limited to the Defendants, Patricia Phillips, RN, was incompetent and unfit to perform the duties for which she were employed, and that undue risks to persons such as Grace would result by way of her inappropriate conduct.

259. At all times relevant to this Complaint, based on the conduct of the staff members, including, but not limited to the Defendants, Patricia Phillips, RN, the Defendant, Custom Home Care, LLC, knew or should have known that the unfitness for her position of employment created a danger of harm to residents, including Grace.

260. The Defendant, Custom Home Care, LLC, was negligent by breaching the duty of care by retaining and failing to supervise the Defendants, Patricia Phillips, RN, who had known

propensities for inappropriate and/or unlawful behavior including, financial exploitation of an elderly or disabled person, conversion, and fraud.

261. The Defendant, Custom Home Care, LLC, knew or should have known that the Defendants, Patricia Phillips, RN, engaged in inappropriate and/or unlawful behavior, including, financial exploitation of an elderly or disabled person, conversion, and fraud.

262. The Defendant, Custom Home Care, LLC, breached its duty of care by failing to implement measures to protect its residents, like Grace, from foreseeable risks, unreasonable risk of harm, and the recurrence of employee behavior of which it had prior notice.

263. The Defendant, Custom Home Care, LLC, failed to immediately terminate Patricia Phillips, RN, but retained her so that she may continue exploiting, abusing, and defrauding Grace.

264. As a direct, legal, and proximate result of the Defendant, Custom Home Care, LLC's failure to train, supervise, and terminate Patricia Phillips, RN, Grace has suffered injuries of a personal and pecuniary nature, including, but not limited to the loss of over \$715,000.00 dollars, severe emotional distress, a loss of dignity and self-respect, all of which she continues to suffer from today.

**WHEREFORE**, The Plaintiff, Charles P. Golbert, Cook County Public Guardian, as Plenary Guardian of the Person and the Estate of Grace Watanabe, a Disabled Person, by and through his attorneys, the Cook County Public Guardian, and Levin & Perconti, asks that a judgment be entered against the Defendant, Custom Home Care, LLC, in a fair and just amount in excess of Fifty Thousand Dollars (\$50,000.00).

Respectfully submitted,  
**LEVIN & PERCONTI**

BY: \_\_\_\_\_  
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