

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

CASE NO. 502011CPOO5095XXXXSB

JASON HALLE,
Plaintiff,

v.

PETER HALLE,
Defendant.

_____ /

SIXTH AMENDED COMPLAINT

PRELIMINARY STATEMENT

1. Plaintiff, Jason Halle, Pro Se, sues the defendant, Peter Halle, and alleges:
2. This is an action for legal and equitable relief, including accounting, declaratory judgment, compensatory damages, and other relief.
3. All of the parties here are under no legal disability.
4. All rights are as guaranteed under the Florida Constitution and the Constitution of the United States of America and all applicable case law.
5. The original Complaint containing the allegations in this action was filed with this Honorable Court on November 4, 2011.

JURISDICTION

6. Plaintiff realleges and readopts paragraphs 1 - 5, as if set forth herein and further alleges:

7. On March 20, 2013, at a hearing in the Honorable Judge David French's courtroom, in the 15th Circuit of Palm Beach County, the Honorable Court took jurisdiction of this law suit.
8. The Honorable Court found that the Defendant met the criteria of Florida's Long Arm Statute, 48.193.
9. On November 27, 2013, the District Court of Appeal of the State of Florida Fourth District affirmed the lower court's ruling that took jurisdiction of this case.

GENERAL ALLEGATIONS

10. Plaintiff realleges and readopts paragraphs 6 - 9, as if set forth herein and further alleges:
11. On June 2, 1987, my father, Edward Halle, created the Edward Halle Revocable Trust (Trust) in Boca Raton, Florida.
12. Edward Halle, Grantor, passed away on May 25, 2000.
13. On May 25, 2000, Elaine Halle, my mother, and Peter Halle, my brother and Defendant both became Successor Trustees of the Trust.
14. On August 15, 2007, Elaine Halle passed away and the explicit instructions of the Trust were that upon her death the assets of the Trust be divided equally between the Beneficiaries who are Jason Halle, Plaintiff and Peter Halle, Defendant.
15. The Defendant sent the Plaintiff an email on January 6, 2008, where he stated, "As to Father's Trust (Edward Halle Trust)...I will be forwarding you a release for your signature, and then I will proceed to distribute.

16. The Defendant, who was the remaining Successor Trustee, after the death of Elaine Halle, did not follow the instructions of the Trust and he has never distributed the assets of the Trust as promised or performed other duties as required by Florida Statutes and the Trust document.

BREACH OF TRUST

17. Plaintiff realleges and readopts paragraphs 10 - 16, as if set forth herein and further alleges:

18. The Trust states on page 5, paragraph 4 that, "Upon the death of the Grantor's wife...the then principal of the Residual Trust, together with undistributed income, shall be divided into two (2) equal shares, one (1) share to be distributed outright to the Grantor's son, Peter Halle, and one (1) share to be distributed outright to the Grantor's son Jason Halle". Exhibit A.

19. Defendant, Peter Halle, Trustee of the Trust, had a duty to the Grantor and the Plaintiff who is a Beneficiary of the Trust to distribute the money according to the terms of the Trust.

20. Defendant had a duty to follow the instructions of the Trust. He freely accepted the trusteeship by signing an acceptance of Appointment of Successor Trustee on July 27, 2000. Exhibit D.

21. The Defendant sent the Plaintiff an email on January 6, 2008, where he stated, "As to Father's Trust (Edward Halle Trust)...I will be forwarding you a release for your signature, and then I will proceed to distribute." I relied upon the Defendant's

promise. No distribution was ever made before or after his promise. He breached the Trust as of January 6, 2008. Exhibit B.

WHEREFORE, It is prayed that this Honorable Court enter its award for money that was owed to the Plaintiff by the Edward Halle Trust plus damages, costs, lost income, lost capital gain, lost appreciation, interest, attorney's fees, expenses and such other relief as might be appropriate.

INTENTIONAL MISCONDUCT

22. Plaintiff realleges and readopts paragraphs 17 - 22, as if set forth herein and further alleges:
23. The Defendant who was the Trustee of the Trust did not abide by Florida Statute 738.103, Fiduciary Duties, General Principles, especially 738.103(1)(a) which states, a fiduciary, "Shall administer a trust...in accordance with the terms of the trust..."
24. The Defendant had a fiduciary duty to follow the instructions of the Trust and the laws of the State of Florida as required by the Trust.
25. The Trustee breached his fiduciary duties with malice toward the Plaintiff by not distributing the assets of the Trust according to the terms of the Trust which he intentionally disobeyed.
26. The Defendant had a duty to the Plaintiff under Florida Statute 736.0813, Duty to Inform and Account.
27. All requests for information were intentionally ignored with malice; tax returns were not supplied after reasonable requests. Plaintiff received K-1's implying that

distributions had been made when in fact there never were any distributions.

Plaintiff asked Defendant's council, Mr. Napoleone, about the K-1's with no corresponding distributions. He answered that he did not know why the Defendant did this and he made no attempt to find out.

28. Plaintiff was never consulted or informed about the administration or investments of the Trust assets as required by Florida Statute. The Plaintiff was never given a reasonable explanation as to why the assets of the Trust were not distributed according to the instructions in the Trust document despite repeated requests for information and distributions.

29. The Defendant engaged in intentional misconduct by breaching his fiduciary duties with malice and by not following the prudent investor rules explicitly defined by Florida Statute 518.11 that pertain to Trustees.

30. Intentional Misconduct is an intentional tort.

31. The Defendant is a licensed attorney in the State of Florida and is well aware of the laws of Florida and his duties and obligations to a beneficiary, the Plaintiff in particular.

32. The Defendants misconduct over a period of more than six years was clearly intentional.

WHEREFORE, It is prayed that this Honorable Court enter its award for money that was owed to the Plaintiff by the Edward Halle Trust plus damages, costs, loss of income, loss of capital appreciation, interest, attorney's fees, expenses and such other relief as might be appropriate.

GROSS NEGLIGENCE

33. Plaintiff realleges and readopts paragraphs 17 - 22, as if set forth herein and further alleges:
34. Defendant had a duty and obligation to the Plaintiff under the law as a Trustee of the Trust and a fiduciary to the Plaintiff to conform to certain standards of conduct for the protection of the Plaintiff against unreasonable risks.
35. By accepting the trusteeship of the Trust the Defendant also had a duty to act as a fiduciary to the Plaintiff.
36. The Defendant also had duties to invest the Trust assets prudently, to account to the Beneficiary and to inform the beneficiary about the administration of the Trust.
37. The Defendant never pursued an investment strategy in accordance with Florida Statute 58.11 that considered both the reasonable production of income and safety of capital, consistent with the fiduciary's impartiality and purposes of the trust.
38. The Defendant never considered the general economic conditions, the role each investment played within the overall portfolio, or the expected total return including both income yield and appreciation of capital.
39. The Defendant acted with great indifference to the Plaintiff's rights by choosing to engage in intentional misconduct and he chose not perform most of the duties required by being Trustee of the Trust or his duties as fiduciary to the Plaintiff starting on or about January 6, 2008.
40. Florida Statute 518.11, Investments by Fiduciaries, Prudent Investor Rule, is a set of duties that a fiduciary must follow.

41. The Defendant did not conform to the standards required as evidenced by his breach of trust, intentional misconduct and his intentional breach of fiduciary duties towards the Plaintiff.
42. The Defendant never complied with any of his duties, including but not limited to consulting the Plaintiff about the investment objectives of the Trust. The Defendant never consulted a professional about how to prudently invest the assets of the Trust. The Defendant never reviewed the investments of the Trust to evaluate the investments according to market conditions. The majority of the assets of the trust were left to languish in a money market fund that earned as little as 1/10 of one percent interest and the money market fund was under insured. There was no overall investment strategy. There was no attempt to diversity the investments or to make investments that were in the interests of the Beneficiaries (the Plaintiff in particular). The Defendant never distributed anything to the Plaintiff as required by the Trust.
43. Gross Negligence is an intentional tort.
44. The Defendant has caused the Plaintiff serious financial injury due to the Defendant's actions, lack of appropriate actions and great indifference to the Plaintiff's rights as a result of his gross negligence and other dereliction of his duties under the Trust agreement and Florida Statutes.
45. The Defendant could easily have anticipated the economic harm he caused by his gross negligence and intentional punitive conduct towards the Plaintiff.

WHEREFORE, It is prayed that this Honorable Court enter its award for money that was owed to the Plaintiff by the Edward Halle Trust plus damages, costs, loss of

income, loss of capital appreciation, interest, attorney's fees, expenses and such other relief as might be appropriate.

FRAUD and MISREPRESENTATION

46. Plaintiff realleges and readopts paragraphs 17 - 22, as if set forth herein and further alleges:
47. Defendant made false representation to the Plaintiff on January 6, 2008, when he wrote to the Plaintiff, "I will be forwarding you a release for your signature, and then I will proceed to distribute." Exhibit B.
48. The Defendant then abused his fiduciary relationship with the Plaintiff by failing to perform his fiduciary duties and by then engaging in constructive fraud.
49. The Defendant knew his representation to the Plaintiff on January 6, 2008, was false as evidenced by the fact that he abused his fiduciary relationship with the Plaintiff and never distributed as he promised or abided by his many duties to the Plaintiff.
50. The Defendant has filed fraudulent tax returns stating to the IRS that distributions were made to the Plaintiff from the Edward Halle Trust when in fact no distributions had been made. This was done to cause the Plaintiff to have a tax liability when none was legally due.
51. The Defendant made the misrepresentations to the Plaintiff with malice and the intention that the Plaintiff would rely on it so the Defendant could further his own agenda with no regard to the harm it would cause the Plaintiff.
52. Fraud and Misrepresentation is an intentional tort.

53. The Plaintiff was injured financially as a result of relying on the fraudulent misrepresentations made by the Defendant and the expectation that the Defendant would not intentionally abuse his fiduciary relationship with malice toward the Plaintiff.

WHEREFORE, It is prayed that this Honorable Court enter its award for the money that was owed to the Plaintiff by the Edward Halle Trust plus damages, costs, loss of income, loss of capital appreciation, interest, attorney's fees, expenses and such other relief as might be appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so properly triable according to Rule 1.430 of the Florida Rules of Civil Procedure.

Dated, XX,XX, 2014

Jason Halle, Pro Se
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**DECLARATION OF JASON HALLE IN SUPPORT OF
SIXTH AMENDED COMPLAINT**

I declare under penalty of perjury that the foregoing statements in this complaint are true and correct to the best of my knowledge and belief based on the facts that are known to me. Executed this XX day of XX, 2014, in Wilton Manors, Florida.

Jason Halle

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing document has been furnished by e-mail this XXth day of XX, 2014, upon Michael J. Napoleone, mnapoleone@richmangreer.com.

JASON HALLE, PRO SE