

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

Case No. 0:16cv62247

MJB DESIGN GROUP, INC., a Florida  
corporation,

Plaintiff,

vs.

CHRISTOPHER WEASSON BOSH a/k/a  
CHRIS BOSH, an individual; and  
ADRIENNE BOSH a/k/a ADRIENNE  
WILLIAMS, an individual,

Defendants.

CASE NO.: 0:16cv62247

**COMPLAINT**

Plaintiff, MJB Design Group, Inc. ("MJB"), a Florida corporation, sues Defendants, Christopher Weasson Bosh a/k/a Chris Bosh ("C. Bosh"), an individual, and Adrienne Bosh a/k/a Adrienne Williams ("A. Bosh"), an individual (C. Bosh and A. Bosh shall collectively be referred to as, the "Boshes"), as follows:

**INTRODUCTION**

1. This is an action by MJB, an interior design firm, to recover damages from the Boshes for breach of contract, unjust enrichment, quantum meruit, negligent misrepresentation, and fraud, arising out of the Boshes intentional failure to timely complete construction of a house, thereby depriving MJB from the benefits of its bargain in excess of Two Million Dollars and No Cents (\$2,000,000.00). Prior to MJB being retained by the Boshes, the builder alleged default for construction delays caused by the Boshes failure to make selections. In order to avoid

delay damages, the Boshes collaborated with one another and retained MJB to facilitate the selections. The Boshes continuously represented to MJB that it would be compensated for all of its services and would be able to procure for and sell to the Boshes furnishings and related goods. The Boshes knew these statements were false when they made them because they never intended to complete construction of the house on time. Furthermore, the Boshes intended to and have obtained the benefits of MJB's design services without providing to MJB compensation.

**PARTIES, JURISDICTION AND VENUE**

2. The amount in controversy, without interest, attorneys' fees, and costs, exceeds the sum or value of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) as specified by 28 U.S.C. § 1332.

3. MJB is a Florida corporation incorporated under the laws of Florida with its principal place of business in Broward County, Florida.

4. C. Bosh is a citizen of Texas. C. Bosh also resides and conducts business in Miami-Dade County, Florida, and is *sui juris*.

5. A. Bosh is a citizen of Texas. Bosh also resides and conducts business in Miami-Dade County, Florida, and is *sui juris*.

6. This Court has personal jurisdiction over the Boshes, who have: (1) engaged in substantial and not isolated business activities in and directed to Florida; (2) minimum contacts with the State of Florida and the Southern District of Florida; (3) purposefully availed themselves of the privileges of conducting business in the State of Florida and in the Southern District of Florida; (4) sought protection and benefit from the laws of the State of Florida; (5) regularly conducted business in the State of Florida and in the Southern District of Florida; and (6) committed tortuous acts within the Southern District of Florida.

7. This Court has personal jurisdiction over the Boshes under the Florida long arm statute, section 48.193, Florida Statutes, for at least the following reasons:

- a. The Boshes operate, conduct, engage in, and/or carry on a business venture in Florida;
- b. The Boshes committed a tortuous act(s) in Florida;
- c. The Boshes own, use, possess, or hold a mortgage or other lien on real property within Florida;
- d. The Boshes contracted to insure a person, property, or risk located within Florida;
- e. The Boshes breached a contract in Florida by failing to perform acts required by the contract to be performed in Florida.

8. The Boshes' contacts with Florida are sufficiently numerous and substantial such that subjecting the Boshes to this Court's general and/or specific jurisdiction does not offend traditional notions of fair play and substantial justice.

9. Venue is proper under 28 U.S.C. § 1391 in that the Boshes reside in the State of Florida in which this District is located, and a substantial part of the events or omissions given rise to the claims occurred in this District.

### **GENERAL ALLEGATIONS**

#### ***MJB is an Award Winning Interior Design Firm***

10. MJB is professional interior design firm specializing in interior design and decorating services for luxury private residences.

11. MJB employs Florida licensed interior designer(s). Its principal designer maintains approximately fifteen (15) years of professional design experience, obtained a

Bachelor of Science in Interior Design from the Art Institute of Fort Lauderdale, is a registered professional member of the American Society of Interior Designers (“ASID”), is an ASID award-winning interior designer, and a National Council for Interior Design Qualification (“NCIDQ”) certified designer.

12. An interior designer is typically charged with creating functional, usable, attractive, and pleasing interior spaces. They often times work in conjunction with homeowners, builders, and architects to assist in the design, communication, facilitation, and implementation of a particular interior design style.

13. An interior decorator, by contrast, does not design the space, but instead focuses on the furnishings, treatments and finishing touches. Interior designers may also perform decorating services on the spaces they design.

14. MJB performs both interior design and decorative services, working with homeowners, builders and architects from blueprint to a completely finished luxury residence. MJB primarily receives potential clientele by referral, and is highly selective of the clients and projects that it accepts.

15. MJB’s pricing structure is comprised of a design services fee, a purchasing services fee, an additional services fee, and a reimbursable expenses fee.

16. The design services fee is based on a price per square foot, and includes architectural review, schematic design, design development, construction plan review, construction observation, and other interior design services. The purchasing services fee is calculated on a cost plus basis, and includes all goods and materials purchased for a project. The purchasing services fee is based on MJB’s wholesale costs. The reimbursable expenses fee is calculated on a cost plus basis, and includes services such as warehousing, freight, installation,

and delivery for a project.

17. The aforementioned pricing structure allows clients to benefit from MJB's vast construction and design experience, in addition to obtaining wholesale price points on trade and product lines.

***The Boshes are Sophisticated Businesspersons and Entrepreneurs***

18. C. Bosh is a professional basketball player with approximately thirteen (13) years of professional experience. C. Bosh is a sophisticated businessman and entrepreneur who has entered into various multi-million dollar player contracts throughout his professional career. In addition to his player contracts, C. Bosh has entered into various contracts valued in the millions of dollars for memorabilia, appearances, and endorsements.

19. C. Bosh also owns and/or operates various companies, including, but not limited to: Bosh Enterprises, LLC; Rising Rock Developments, LLC; 5600 Condo 14C, LLC; Biscayne Plaza 1602, LLC; CWB Productions, LLC; Daddy Jack Brewing, LLC; Max Deal Technologies, LLC; Mystic Pointe 1506, LLC; and Team Tomorrow, Inc.

20. In or around February 2015, C. Bosh discovered that he was suffering from a blood clot, which lead to hospitalization. Although C. Bosh was placed on medical leave for the remainder of the 2014 – 2015 NBA season, he was expected to make a full recovery, and eventually returned for the 2015 – 2016 season.

21. A. Bosh is the wife of C. Bosh. A. Bosh is a sophisticated businesswoman and entrepreneur. A. Bosh owns and/or operates various companies, including, but not limited to: Sparkle Décor & Events Miami, LLC; Team Tomorrow, Inc.; 5600 Condo 14C, LLC; Biscayne Plaza 1602, LLC; and Mystic Pointe 1506, LLC. A. Bosh is also a model and social media celebrity, maintaining, among other things, a website at [www.adriennebosh.com](http://www.adriennebosh.com), a Twitter

account (i.e. @MrsAdrienneBosh) with approximately 55,500 followers, and an Instagram account (i.e. MrsAdrienneBosh) with approximately 574,000 followers.

***The Boshes Conduct Their Affairs Personally and Through a Network of Agents***

22. The Boshes conduct their own affairs in their individual capacities.

23. The Boshes also authorize and/or employ a network of individuals to act on their behalves in dealings between them (i.e. the Boshes) and third parties.

24. The Boshes' agents and/or employees, including, but not limited to, Marcus Wander (marcus@chrisbosh.com)<sup>1</sup> ("Wander"), Hana Habib (hana@chrisbosh.com) ("Habib"), and Orit Wagner (orit@chrisbosh.com) ("Wagner"), assist the Boshes with, among other things, their (i.e. the Boshes) personal, business, real estate and other matters. These agents and/or employees are personal executive assistants to the Boshes (the "Assistants"). The Assistants engage in many of the communications, transactions, and other matters on behalf of the Boshes, and are under the Boshes immediate control. The Boshes and the Assistants shall hereinafter be collectively referred to as, the "Boshes."

***The Boshes Own and Maintain an Extensive Real Estate Portfolio***

25. The Boshes own and maintain an extensive real estate portfolio in their individual capacities and/or through their respective business entities, and have contracted with various interior designers to provide interior design services for their properties.

26. The Boshes own certain residential real property located in Pacific Palisades, California ("Malibu House").

27. The Boshes retained Dana Benson Construction ("Benson"), to provide to the Boshes renovation construction services and related goods and materials for the Malibu House.

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<sup>1</sup> The Boshes have access to and dominion and control over the chrisbosh.com Internet domain and the associated @chrisbosh.com email accounts.

<sup>2</sup> The public records reflect that the Boshes also own the following properties located in Texas: (1) 902 Saint George

28. The Boshes also retained Amber Interiors, Inc. (“Amber Interiors”), a California corporation, to provide to the Boshes interior design services for the Malibu House.

29. Upon information and belief, the Boshes purchased from Amber Interiors Shoppe, Inc. (“Amber Furniture”) (Amber Interiors and Amber Furniture shall hereinafter collectively be referred to as, “Amber”), furniture and accessories for the Malibu House.

30. The Boshes also own the residential real property located at 6396 N. Bay Road, Miami Beach, FL 33141 (“Miami House”).

31. The Boshes also retained Amber (and MJB) to provide interior design services and related goods for the Miami House.

32. In addition, the Boshes own the residential real property located at 4242 County Road 84, Prosper, Texas 75087 (“Property”).<sup>2</sup>

33. The Property is comprised of approximately forty-seven (47) acres, with an existing house (the “Field Office”) on the Property.

34. The Boshes are/were seeking to build a main house, guesthouse, barn (collectively, the “House”), and tennis pavilion (“Pavilion”) (the House and Pavilion shall collectively be referred to as, the “Project”) on the Property.

35. Windrush Custom Homes, Inc. (“Windrush”), a Texas corporation, was retained by the Boshes to provide construction services and related goods and materials for the Project. Copies of a Special Provisions Addendum and Change Orders evidencing the retainer agreement (the “Construction Agreement”) are attached as **Composite Exhibit 1**.

36. According to the Construction Agreement, Windrush and the Boshes agreed to complete construction of the Project on or before May 1, 2016.

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<sup>2</sup> The public records reflect that the Boshes also own the following properties located in Texas: (1) 902 Saint George Place, Desoto, Texas 75115; (2) 1600 Bosh Hideaway Ranch, Prosper, Texas 75078; (3) 2525 North Pearl Street, Apartment 1102, Dallas, Texas 75201; and (4) 4981 Monterey Drive, Frisco, Texas 75034.

***The Boshes and Windrush Begin Disputing Issues with Regard to Construction Delays***

37. In or around 2014, prior to MJB being retained by the Boshes to provide interior design services, the Boshes, on the one hand, and Windrush, on the other hand, began disputing certain issues with regard to alleged construction delays.

38. These disputes are allegedly based upon, among other things, the failure of the Boshes to make selections of materials, and Windursh's demand for delay damages and/or compensation for change orders.

39. At this point in time (i.e. on or before December of 2014), the Boshes and Windrush were collectively working with a Texas-based interior designer with regard to the Project.

40. Upon information and belief, the Boshes and/or Windrush were allegedly unsatisfied with the services of the Texas-based interior designer.

***The Boshes Conspire to Obtain a Florida Interior Designer for the Project***

41. In an attempt to resolve the alleged construction delays, the Boshes and Windrush decided that hiring a Miami, FL based interior design company would be more convenient for the Boshes and facilitate the selection process.

42. It was the clear and manifest intent of the Boshes and Windrush that the Construction Agreement would primarily and directly benefit the Florida interior designer (i.e MJB).

43. In December of 2014, the Boshes and Windrush agreed to place construction of the Project on hold until a Florida interior design company was retained.

***MJB and the Boshes Enter into the Design Services Agreement for the House***

44. In January of 2015, the Boshes approached MJB to provide to the Boshes interior

design services and related goods and materials for the Project.

45. During their initial communications and discussions with MJB, the Boshes represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

46. On or about January 23, 2015, the Boshes advised MJB that the contracted for completion date with Windrush for construction of the Project was on or before May 1, 2016.

47. On January 23, 2015, MJB, on the one hand, and the Boshes, on the other hand, entered into a Design Services Agreement (“Agreement for House”), a copy of which is attached as **Exhibit 2**.

48. Pursuant to the Agreement for House, MJB was retained by the Boshes to perform interior design services for the House.

49. Pursuant to paragraph 3a of the Agreement for House, the Boshes are required to pay to MJB Three Hundred Ten Thousand Five Hundred Sixty Dollars and No Cents (\$310,560.00), as follows:

- |              |                     |   |
|--------------|---------------------|---|
| • Draw 1     | \$155,280.00        | (Upon execution of the Agreement for House)       |
| • Draw 2     | \$77,640.00         | (90 days after execution of Agreement for House)  |
| • Draw 3     | <u>\$77,640.00</u>  | (180 days after execution of Agreement for House) |
| <b>Total</b> | <b>\$310,560.00</b> |   |

50. Pursuant to paragraph 3b of the Agreement for House, the Boshes are required to pay to MJB, in addition to the \$310,560.00 Design Fee called for in paragraph 3a, hourly rates for additional services, as follows:

- Principal Designer - \$250.00 per hour;
- Senior Designer - \$200.00 per hour;

- Junior Designer - \$100.00 per hour; and
- CAD operator - \$60.00 per hour.

51. Pursuant to paragraph 4a of the Agreement for House, the Boshes are required to pay to MJB a fee for all good and materials sold to the Boshes for the House, calculated as the cost of the goods and/or materials plus thirty-three percent (33%) (“Purchasing Services Fee”).

52. Pursuant to paragraph 4d of the Agreement for House, the Boshes are required to pay to MJB a fee for reimbursable expenses (i.e. warehousing, freight, installation fees, delivery fees, blueprinting, courier services, federal express, etc.), calculated as the cost of the expense(s) plus ten percent (10%) (“Reimbursable Expenses Fee”).

53. Pursuant to paragraph 4f of the Agreement for House, MJB has the exclusive right to purchase and provide interior components for the House.

54. Pursuant to paragraph 4g of the Agreement for House, the term of the Agreement for House is the earlier of eighteen (18) months from date of acceptance, or completion of the interior design services.

***MJB Performs Interior Design Services for the Boshes***

55. From at least January 23, 2015, to at least August 11, 2016, MJB performed for the Boshes interior design services.

56. On January 23, 2015, MJB provided to the Boshes MJB Invoice # 10129, in the total amount of One Hundred Fifty-Five Thousand Two Hundred Eighty Dollars and No Cents (\$155,280.00), representing the amount then due for Draw 1 of the Agreement for House. A copy of Invoice # 10129 is attached as **Exhibit 3**.

57. On January 24, 2015, the Boshes remitted to MJB, via check # 1340, One Hundred Fifty-Five Thousand Two Hundred Eighty Dollars and No Cents (\$155,280.00), against

Invoice # 10129. A copy of check # 1340 is attached as **Exhibit 4**.

58. On February 6, 2015, MJB began attending face-to-face meetings with the Boshes at the Miami House, to discuss the interior design for the Project.

59. On or about March 31, 2015, the Boshes, at MJB's direction, went to Broward County, Florida, to the Design Center of the Americas ("DCOTA"), to select furniture for the Project. *See* Itemization of furniture selected by the Boshes for the Project on the March 31, 2015 DCOTA visit, attached as **Composite Exhibit 5**.

60. Based upon the Boshes' selections at DCOTA, MJB prepared for the Boshes a three-tiered Furniture Budget for the Project ("Furniture Budget"), a copy of which is attached as **Exhibit 6**.

61. MJB expected to procure for and sell to the Boshes a total of Four Million Two Hundred Forty-Eight Thousand Two Hundred Forty-Nine Dollars and No Cents (\$4,248,249.00) worth of furnishings for the Project ("Furniture Package Price"). *See Ex. 6*.

62. Accordingly, MJB expected to earn its Purchasing Services Fee (i.e. 33%) in the total amount of One Million Four Hundred One Thousand Nine Hundred Twenty-Two Dollars and No Cents (\$1,401,922.00) for furnishings.

63. MJB also expected to procure for and sell to the Boshes a total of Five Hundred Nine Thousand Seven Hundred Ninety Dollars and No Cents (\$509,790.00) worth of art and accessories.<sup>3</sup>

64. Accordingly, MJB expected to earn its Purchasing Services Fee (i.e. 33%) in the total amount of One Hundred Sixty-Eight Thousand Two Hundred Thirty-One Dollars and No Cents (\$168,231.00) for art and accessories.

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<sup>3</sup> In order to calculate a budget for art and accessories, the industry standard is to multiply the Furniture Package Price by twelve percent (12%).

65. MJB further expected to procure for and sell to the Boshes freight and warehousing costs in the total amount of Five Hundred Nine Thousand Seven Hundred Ninety Dollars and No Cents (\$509,790.00).<sup>4</sup>

66. Accordingly, MJB expected to earn its Reimbursable Expenses Fee (i.e. 10%) in the total amount of \$50,979.00 for freight and warehousing.

67. In addition, MJB expected to procure for and sell to the Boshes delivery and installation costs in the total amount of \$637,237.00.<sup>5</sup>

68. Accordingly, MJB expected to earn its Reimbursable Expenses Fee (i.e. 10%) in the total amount of Sixty-Three Thousand Seven Hundred Twenty-Three Dollars and Seventy Cents (\$63,723.70) for delivery and installation costs.

69. Based on the aforementioned subtotals, MJB reasonably expected to earn and is entitled to collect from the Boshes the total amount of One Million Six Hundred Eighty-Four Thousand Eight Hundred Fifty-Six Dollars and No Cents (\$1,684,856.00), representing the Purchasing Services Fee and Reimbursable Expenses Fee provided for by the Agreements. *See Ex. 6.*

70. On April 28, 2015, MJB provided to the Boshes MJB Invoice # 10185, in the total amount of Seventy-Seven Thousand Six Hundred Forty Dollars and No Cents (\$77,640.00), representing the amount then due for Draw 2 of the Agreement for House. A copy of Invoice # 10185 is attached as **Exhibit 7**.

71. On or around May 19, 2015, as a result of the ongoing disputes between the Boshes and Windrush, the Boshes retained Lawrence Barbara of the BHDS Group (“Barbara”) to

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<sup>4</sup> In order to calculate a budget for freight and warehousing, the industry standard is to multiply the Furniture Package Price by twelve percent (12%).

<sup>5</sup> In order to calculate a budget for delivery and installation, the industry standard is to multiply the Furniture Package Price by fifteen percent (15%).

provide advisory project management services for the construction of the Project.

72. On May 19, 2015, the Boshes remitted to MJB, via check # 2044, Forty Thousand Dollars and No Cents (\$40,000.00), against Invoice # 10185. A copy of check # 2044 is attached as **Exhibit 8**.

73. On or about June 12, 2015, Barbara demanded bi-weekly, then weekly meetings, via teleconferences with the Boshes, Windrush, Barbara, and MJB.

74. The aforementioned meetings were within the scope of additional services pursuant to paragraph 3b of the Agreement for House.

75. On July 7, 2015, the Boshes remitted to MJB, via check # 2192, Thirty-Seven Thousand Six Hundred Forty Dollars and No Cents (\$37,640.00), against Invoice # 10185. A copy of check # 2192 is attached as **Exhibit 9**.

76. On July 9, 2015, MJB provided to the Boshes MJB Invoice # 10222, in the total amount of Seventy-Seven Thousand Six Hundred Forty Dollars and No Cents (\$77,640.00), representing the amount due for Draw 3 of the Agreement for House. A copy of Invoice # 10222 is attached as **Exhibit 10**.

77. In August of 2015, Windrush contacted the Boshes to discuss the alleged delays caused by the Boshes continuing failures to make timely responses to Windrush's requests.

78. On September 21, 2015, the Boshes remitted to MJB, via check # 1189, Seventy-Seven Thousand Six Hundred Forty Dollars and No Cents (\$77,640.00), against Invoice # 10222. A copy of check # 1189 is attached as **Exhibit 11**.

79. The Boshes omitted the Pavilion square footage when they entered into the Agreement for House with MJB. As a result, MJB was not compensated or responsible for design or procurement services for the Pavilion. Subsequently, the Boshes agreed to enter into a

design services agreement for the Pavilion.

***MJB and the Boshes Enter into the Design Services Agreement for the Pavilion***

80. On October 6, 2015, MJB, on the one hand, and the Boshes on the other hand, entered into a Design Services Agreement (“Agreement for Pavilion”), a copy of which is attached as **Exhibit 12**.

81. At this point in time, the Boshes again represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

82. Pursuant to the Agreement for Pavilion, MJB was retained by the Boshes to perform interior design services for the Pavilion.

83. Pursuant to paragraph 3a of the Agreement for Pavilion, the Boshes are required to pay to MJB a Design Fee of Twelve Thousand Eight Hundred Dollars and No Cents (\$12,800.00), as follows:

- Draw 1            \$6,400.00        (Upon execution of the Agreement for Pavilion)
- Draw 2            \$6,400.00        (180 days upon execution of the Agreement for Pavilion)

84. Pursuant to paragraph 3b of the Agreement for Pavilion, the Boshes are required to pay to MJB, in addition to the \$12,800.00 Design Fee called for in paragraph 3a, hourly rates for additional services, as follows:

- Principal Designer - \$250.00 per hour;
- Senior Designer - \$200.00 per hour;
- Junior Designer - \$100.00 per hour; and
- CAD operator - \$60.00 per hour.

85. Pursuant to paragraph 4a of the Agreement for Pavilion, the Boshes are required

to pay to MJB a fee for all goods and materials sold to the Boshes for the Pavilion, calculated as the cost of the goods and/or materials plus thirty-three percent (33%) (“Purchasing Services Fee”).

86. Pursuant to paragraph 4d of the Agreement for Pavilion, the Boshes are required to pay to MJB a fee for reimbursable expenses (i.e. warehousing, freight, installation fees, delivery fees, blueprinting, courier services, federal express, etc.), calculated as the cost of the expense(s) plus ten percent (10%) (“Reimbursable Expenses Fee”).

87. Pursuant to paragraph 4f of the Agreement for Pavilion, MJB has the exclusive right to purchase and provide interior components for the Pavilion.

88. Pursuant to paragraph 4g of the Agreement for Pavilion, the term of the Agreement for Pavilion is the earlier of eighteen (18) months from date of acceptance of the Agreement for Pavilion, or completion of the interior design services for the Pavilion.

89. On October 19, 2015, MJB provided to the Boshes MJB Invoice # 10285, in the total amount of Six Thousand Four Hundred Dollar and No Cents (\$6,400.00), representing the amount then due for Draw 1 of the Agreement for Pavilion. A copy of Invoice # 10285 is attached as **Exhibit 13**.

90. On October 20, 2015, the Boshes remitted to MJB, via check # 1313, Six Thousand Four Hundred Dollars and No Cents (\$6,400.00), against Invoice # 10285. A copy of check # 1313 is attached as **Exhibit 14**.

***Windrush Alleges the Boshes Breached the Agreement for Construction of the Project***

91. On November 24, 2015, The Dallas Morning News published a blog stating that Hillwood Communities (“Hillwood”) purchased four hundred (400) acres in the Colin County town of Celina, at the northeast corner of Coit Road and Frontier Parkway (neighboring the

Boshes' Property), for a Five Hundred Million Dollars and No Cents (\$500,000,000.00) project to construct a twelve thousand two hundred fifty (1,250) home community. *See* The Dallas Morning News article attached as **Exhibit 15**.

92. Upon information and belief, homes in this new development are expected to be priced between Two Hundred Seventy-Five Thousand Dollars and No Cents (\$275,000.00) and Four Hundred Thousand Dollars and No Cents (\$400,000.00).

93. Upon information and belief, a six-lane highway will be constructed through the Boshes' Property (and directly through the Field Office) to control traffic to and from the neighboring communities. *See* Loopnet printouts, Celina Future Land Use Map, and Celina Thoroughfare Plan Map attached as **Composite Exhibit 16**.

94. Upon information and belief, the Property may be subject to eminent domain proceedings to accommodate the six-lane highway. CR 86 on the west side is in the future plan to be Coit Road, and CR 84 may be a six-lane road or another road may run through the Property, possibly where the Field Office is located. *See* **Composite Ex. 16**.

95. The Boshes knew or should have know that this new development and six-lane highway would negatively impact the Property's monetary value based on the lower median home values and impact of potential eminent domain proceedings.

96. On November 30, 2015, Windrush sent to the Boshes an email again advising them that their unreasonable delays were hindering construction of the Project.

97. On or about December 18, 2015, Windrush sent to the Boshes a notice of default letter, wherein Windrush alleges, among other things, that the Boshes continued to cause substantial and unreasonable delays, thereby preventing Windrush from completing construction of the Proect.

98. On January 5, 2016, the Boshes had a meeting at their Miami House attended by the Boshes legal counsel, Windrush, Barbara, and MJB, in an attempt to cure the alleged default.

99. The Boshes agreed to satisfy Windrush's revised timeline for selections, and in exchange therefore, Windrush agreed to withdraw its formal notice of default dated December 18, 2015.

100. MJB expended substantial time and resources conferring with the Boshes, the Boshes legal counsel, Barbara, and Windrush, to satisfy Windrush's revised timeline for selections. MJB provided to the Boshes these additional services in accordance with paragraphs 3b of the Agreement for House and Agreement for Pavilion.

101. Subsequently, Windrush withdrew its formal notice of default dated December 18, 2015 against the Boshes.

102. In or around February 2016, C. Bosh discovered that he was still suffering from a blood clot, and was unable to play for the remainder of the 2015 – 2016 season. This re-occurrence of the blood clot may affect C. Bosh's ability to play professional basketball in the future.

103. Upon information and belief, as of the date of the filing of this Complaint, C. Bosh has not received medical clearance and may not play basketball for the 2016 – 2017 NBA season.

104. On February 5, 2016, Windrush sent to the Boshes another notice of default, wherein Windrush alleges, among other things, that the Boshes continuously failed to make timely responses to Windrush's request for information and unreasonably interfered with Windrush's ability to construct the Project.

105. On or before February 18, 2016, the Boshes conspired to deprive MJB of the

ability to obtain the benefits of collecting the Purchasing Services Fee within the term of the Agreements by waiving Windrush's May 2016 deadline to complete construction of the Project.

106. On February 18, 2016, the Boshes responded to Windrush's February 5, 2016 letter, wherein the Boshes, among other things, deny being in default. The Boshes also allege that Windrush vacated the on-site Field Office, and removed therefrom job related documents. The Boshes further allege that Windrush's multiple formal notices of default are forcing them to make decisions for the Project under threat of default, but is in fact a "smokescreen" created by Windrush to create a purported breach by the Boshes allowing for Windrush to collect from the Boshes liquidated damages under the Construction Agreement.

107. The Boshes purposefully waived Windrush's May 2016 construction deadline with the intent to deprive MJB of the ability to procure for and sell to the Boshes good and materials for the Project (and obtain the amounts due under the Procurement Services Fee(s)).

108. On March 16, 2016 and March 17, 2016, MJB visited the Property for a field walk-through, site inspection, and subcontractor meetings in accordance with paragraph 1c of the Agreement for House.

109. On or about March 23, 2016, Windrush vacated, abandoned and/or surrender to the Boshes possession of the on-site Field Office.

110. On March 23, 2016, MJB provided to the Boshes MJB Invoice # 10340, in the total amount of Six Thousand Four Hundred Dollar and No Cents (\$6,400.00), representing the amount then due for Draw 2 of the Agreement for Pavilion. A copy of Invoice # 10340 is attached as **Exhibit 17**.

111. On March 25, 2016, MJB provided to the Boshes MJB Invoice # 10341, in the total amount of Three Thousand Seven Hundred Eighty Dollars and Forty Cents (\$3,780.40),

representing the amount then due pursuant to paragraph 3b of the Agreement for House. A copy of Invoice # 10341 is attached as **Exhibit 18**.

112. On March 28, 2016, The Dallas Morning News published a blog stating that Hillwood purchased an additional two hundred forty-four (244) acres for a Three Hundred Million Dollars and No Cents (\$300,000,000.00) project to construct a nine hundred (900) home community, a resort-style community center, parks, an elementary school, and several miles of trails, also neighboring the Boshes' Property. Homes in the development are expected to be priced between Two Hundred Seventy-Five Thousand Dollars and No Cents (\$275,000.00) and Four Hundred Thousand Dollars and No Cents (\$400,000.00). *See* The Dallas Morning News article attached as **Exhibit 19**.

113. Upon information and belief, the six-lane highway to be constructed through the Boshes' Property will help control the traffic to and from the neighboring communities. *See* **Composite Ex. 16**.

114. Upon information and belief, the Property may be subject to eminent domain proceedings to accommodate the six-lane highway. *See* **Composite Ex. 16**.

115. The Boshes knew or should have know that this new development and six-lane highway would negatively impact the Property's monetary value based on the lower median home values of the new developments, and the impact of eminent domain proceedings, and assumed the risks associated therewith.

116. Upon information and belief, the Boshes and Windrush have had the Property appraised in order to obtain the value of the Property.

117. Also on or about March 28, 2016, the Boshes retained a security company to provide, among other things, security services and a detailed construction log for the Property.

118. On April 1, 2016, the Boshes remitted to MJB, via check # 2959, Ten Thousand One Hundred Eighty Dollars and Forty Cents (\$10,180.40), against Invoice # 10340 and Invoice # 10341. A copy of check # 2959 is attached as **Exhibit 20**.

119. On or before April 12, 2016, Windrush sent to the Boshes a structural revisions change order (“Structural Revisions Change Order”).

120. On April 13, 2016, the Boshes notified Windrush that moisture and water entered and remained in the House, as a result of Windrush’s alleged failure to protect the House from the elements.

121. On April 21, 2016, the Boshes notified Windrush of their intent to withhold payment with regard to the Structural Revisions Change Order.

122. May 3, 2016, Windrush again demanded from the Boshes payment of the monies owed under the Structural Revisions Change Order.

123. On June 23, 2016 and June 24, 2016, MJB visited the Property for, among other things, field walk-throughs, site inspections, subcontractor meetings, and sourcing materials, pursuant to paragraph 1c of the Agreement for House.

124. On June 27, 2016, MJB provided to the Boshes MJB Invoice # 10356, in the total amount of Five Thousand Thousand Seventy Dollars and No Cents (\$5,070.00), representing the amount then due pursuant to paragraph 3b of the Agreement for House. A copy of Invoice # 10356 is attached as **Exhibit 21**.

125. Also on June 27, 2016, the Boshes remitted to MJB, via check # 3528, Five Thousand Seventy Dollars and No Cents (\$5,070.00), against Invoice # 10356. A copy of check # 3528 is attached as **Exhibit 22**.

126. On July 2, 2016, the Boshes retained a private investigator to locate Windrush.

127. On July 8, 2016, the Boshes alleged, among other things, that Windrush had improperly taken control of at least Seven Million Sixty-Four Thousand Dollars and No Cents (\$7,064,000.00) of the Boshes' funds earmarked for the construction of the Project. The Boshes also denied payment to Windrush of the Structural Revisions Change Order.

128. As a result of the disagreement(s) between the Boshes and Windrush, MJB expended substantial time and resources conferring with the Boshes, the Boshes legal counsel, Barbara, and Windrush, in order to cure the Boshes alleged breach. MJB provided to the Boshes these additional services in accordance with paragraphs 3b of the Agreement for House and Agreement for Pavilion.

***MJB Provides to the Boshes Addendum # 1 Which Requires the Boshes to Pay to MJB Additional or New Monies***

129. On June 23, 2016 and June 24, 2016, MJB visited the Property. During the visit, MJB notified the Boshes (and Barbara) that the Agreement for House's expiration was approaching, and that an addendum providing for an extension of the term in exchange for additional consideration would be forthcoming.

130. During the June 23 and June 24 visits, the Boshes further represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

131. On July 15, 2016, MJB again notified the Boshes that the Agreement for House was by its terms set to expire by the end of the month (i.e. July 2016). *See* email dated July 15, 2016, at 11:01 a.m., attached as **Exhibit 23**.

132. In conjunction therewith, also on July 15, 2016, MJB provided to the Boshes a copy of the Agreement for House, together with the proposed addendum to the Agreement for House. *See Ex. 23*.

133. MJB further notified the Boshes that the proposed addendum to the Agreement for House would extend all of the terms of the Agreement for House for eighteen (18) months, in exchange for additional design and services fees to be paid by the Boshes to MJB.

134. On July 15, 2016, the Boshes asked MJB whether the proposed addendum to the Agreement for House obligated the Boshes to pay to MJB additional or new monies. *See* email dated July 15, 2016, at 3:30 p.m., attached as **Exhibit 23**.

135. On July 15, 2016, at 3:35 p.m., MJB confirmed to the Boshes that the proposed addendum to the Agreement for House required the Boshes to pay to MJB additional or new monies. *See* email dated July 15, 2016, at 3:35 p.m., attached as **Exhibit 23**.

136. On July 20, 2016, the Boshes again asked MJB whether the proposed addendum to the Agreement for House obligated the Boshes to pay to MJB additional or new monies. *See* text message dated July 20, 2016, at 3:18 p.m., attached as **Exhibit 24**.

137. Also on July 20, 2016, MJB again confirmed to the Boshes that the proposed addendum to the Agreement for House required the Boshes to pay to MJB additional or new monies. *See* **Ex. 24**.

138. The Boshes then proceeded to thank MJB for confirming to the Boshes that the proposed addendum required the Boshes to pay to MJB additional or new monies. *See* **Ex. 24**.

***MJB and the Boshes Enter into Addendum #1 to the Agreement for House***

139. On July 20, 2016, following MJB's confirmation to the Boshes that they would be required to pay to MJB additional or new monies, the Boshes mutually agreed and accepted the proposed addendum to the Agreement for House, and returned to MJB a signed Addendum #1 to the Agreement ("Addendum"). Copies of the July 20, 2016 and July 21, 2016 emails, and a copy of the Addendum, are attached as **Composite Exhibit 25**.

140. The Agreement for House, Agreement for Pavilion, and Addendum shall hereinafter be collectively referred to as, the “Agreements.”

141. Paragraph 1a of the Addendum incorporates all of the terms and conditions of the Agreement for House, including for MJB to maintain the exclusive right to purchase and provide interior components for the Project, to receive payments under the Purchasing Services Fee (i.e. 33%), to receive payments under the Reimbursable Expenses Fee (i.e. 10%), and to extend the term of the Agreement for House for an additional eighteen (18) months or completion of interior design services, whichever is shorter.

142. Pursuant to paragraph 2a of the Addendum, the Boshes are required to pay to MJB an additional Three Hundred Ten Thousand Five Hundred Sixty Dollars and No Cents (\$310,560.00), as follows:

Draw 1	\$155,280.00	(Upon effective date of Addendum – 07/24/16)
Draw 2	\$77,640.00	(90 days after execution of Addendum – 10/22/16)
Draw 3	<u>\$77,640.00</u>	(180 days after to execution of Addendum – 01/20/17)
<b>Total</b>	<b>\$310,560.00</b>	

143. Pursuant to paragraph 2b of the Addendum, the Boshes are required to pay to MJB, in addition to the \$310,560.00 Design Fee called for in paragraph 2a, hourly rates for additional services, as follows:

- Principal Designer - \$250.00 per hour;
- Senior Designer - \$200.00 per hour;
- Junior Designer - \$100.00 per hour; and
- CAD operator - \$60.00 per hour.

144. From at least January 23, 2015, to at least August 11, 2016, MJB performed for

the Boshes interior design services for the Project.

145. MJB is at all times material hereto willing and able to perform its duties in accordance with the Agreements.

***The Boshes Fail to Pay to MJB the Amounts Owed Under the Agreements***

146. The Boshes collaborated with one another in a deliberate attempt to circumvent the Agreements and deprive MJB of its contractual benefits.

147. On July 25, 2016, MJB provided to the Boshes MJB Invoice # 10360, in the total amount of One Hundred Fifty-Five Thousand Two Hundred Eighty Dollars and No Cents (\$155,280.00), representing the amounts due for Draw 1 of the Addendum. A copy of Invoice # 10360 is attached as **Exhibit 26**.

148. Also on July 25, 2016, the Boshes requested from MJB a statement showing all invoices and payments on the Boshes account.

149. On July 26, 2016, MJB provided to the Boshes its statement dated July 26, 2016 ("Statement"), a copy of which is attached as **Exhibit 27**.

150. On July 26, 2016, the Boshes expressed to MJB a distinct, unequivocal, and absolute refusal to perform their (i.e. the Boshes) duties under the Agreements. See emailed dated July 26, 2016 attached as **Exhibit 28**.

151. On August 1, 2016, MJB and the Boshes engaged in a teleconference with regard to, among other things, the amounts due by the Boshes to MJB.

152. During the August 1, 2016 discussions, the Boshes requested that MJB provide to the Boshes a log of hours for services MJB had performed but had not been compensated.

153. Also during the August 1, 2016 discussions, the Boshes represented to MJB that it would pay to MJB funds for all services performed.

154. On August 2, 2016, MJB inquired of the Boshes as to whether or not the Boshes wanted for MJB to continue providing to the Boshes interior design services.

155. In response thereto, also on August 2, 2016, the Boshes directed MJB to continue performing interior design services for the Project.

156. On August 3, 2016, MJB continued to provide to the Boshes interior design services by, among other things, attending the weekly project meeting.

157. During the August 3, 2016 weekly project meeting, Windrush expressed multiple times to the Boshes, Barbara, and MJB, that the Boshes are out of money for the Project, and that Windrush had not received from the Boshes any required payments in a year and a half. Windrush further expressed that it (i.e. Windrush) would not procure or purchase construction related items because of the lack of funding for the Project.

158. On August 4, 2016, MJB provided to the Boshes notes from the August 3, 2016 project meeting.

159. On August 9, 2016, MJB, in response to the Boshes request for same, provided to the Boshes MJB Invoice # 10365 in the total amount of Seventy Thousand Four Hundred Eighty-Four Dollars and Forty-Three Cents (\$70,484.43), representing the amounts due in accordance with paragraphs 3b and 4e of the Agreements. A copy of Invoice # 10365 is attached as **Exhibit 29**.

160. On August 10, 2016, the Boshes expressed to MJB a distinct, unequivocal, and absolute refusal to perform their duties under the Agreements. *See* email dated August 10, 2016 attached as **Exhibit 30**.

161. The Boshes materially breached the Agreements by, among other things, failing to pay to MJB the amounts due and owing in accordance with the Agreements.

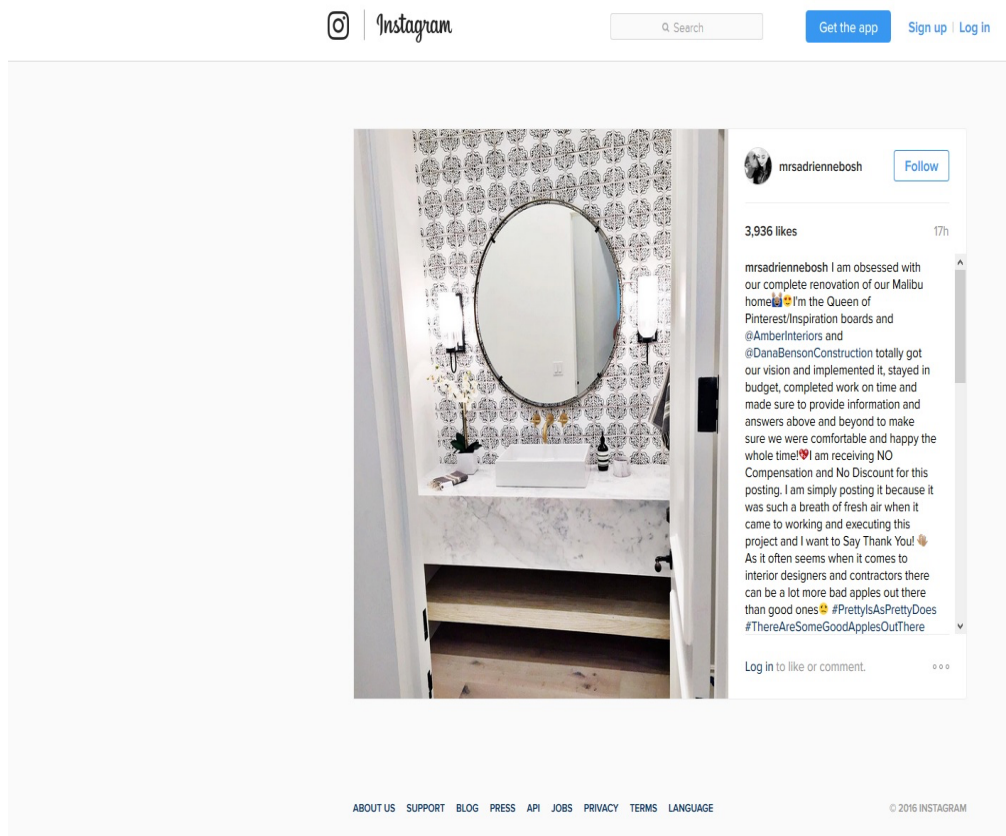
162. Despite a requirement to do so, MJB demanded that the Boshes pay to MJB the amounts due and owing under the Agreements.

163. The Boshes have failed and refused to pay to MJB the amounts due and owing under the Agreements.

164. On August 10, 2016, the Boshes directed MJB to cease its interior design services for the Project.

165. On August 11, 2016, the Boshes notified MJB that the Project was draining money, no longer a priority, and that the constant stress and problems associated therewith were negatively affecting C. Bosh's overall health.

166. On August 30, 2016, A. Bosh posted on her Instagram account (i.e. MrsAdrienneBosh) and Twitter account (i.e. @MrsAdrienneBosh), the following:



167. Upon information and belief, the Boshes conspired with Amber interiors and Dana Benson Construction to tortuously interfere with the business relationship and/or Agreements between the Boshes and MJB.

168. Upon information and belief, the Boshes conspired with Barbara to tortuously interfere with the business relationship and/or Agreements between the Boshes and MJB.

169. On August 31, 2016, MJB sent to the Boshes a formal demand for payment, which was rejected.

170. The Boshes have conspired to damage MJB from the benefits of the Agreements.

171. Upon information and belief, the Boshes refusal to pay to MJB the amounts due by the Boshes to MJB is based upon, among other things, C. Bosh's health, C. Bosh's professional uncertainty, the Boshes refusal to invest the funds necessary to complete construction of the Project, the Boshes refusal to invest the funds necessary to fulfill their contractual obligations with MJB, infighting with Windrush about construction of the Project, costs of potential litigation against Windrush, the time and expense necessary to transition the Project from Windrush to a new builder, the depreciation in value of the Property because of potential eminent domain proceedings associated with the six-lane highway, increased noise pollution and loss of privacy because of the new developments, and the depreciation in value as a result of the thousands of lower-priced homes in the new communities.

172. MJB provided all, or substantially all, of the essential interior design services that it was required to do under the Agreements, until it was otherwise excused by the Boshes from doing those things.

173. As a direct and proximate cause, MJB has been damaged.

174. MJB has been compelled to retain the services of Roth Law, P.A. to seek redress for the damages it has suffered, and is obligated to pay said attorneys' fees, costs, and expenses incurred for their services relative to this action.

175. The Boshes are required to pay MJB's attorneys' fees, costs and expenses pursuant to paragraph 6f of the Agreement for House, and paragraph 6f of the Agreement for Pavilion.

176. All conditions precedent, if any, have been performed, have occurred, have been waived, or have been otherwise satisfied.

**Count I**  
**Breach of Agreements**

177. MJB realleges paragraphs 1 through 176.

178. MJB, on the one hand, and the Boshes, on the other hand, entered into the Agreements.

179. The Agreements included, among other things, requirements by the Boshes to pay to MJB the amounts due and owing by the Boshes to MJB in accordance with the Agreements.

180. Based upon the Boshes actions and/or inactions, MJB had reasonable grounds to believe the Boshes committed a material breach of non-performance, and demanded from the Boshes adequate assurances of due performance.

181. The Boshes anticipatorily repudiated the Agreements by expressing a distinct, unequivocal, and absolute refusal to perform under the Agreements.

182. The Boshes materially breached the Agreements by, among other things, failing to pay to MJB the amounts due and owing in accordance with the Agreements.

183. MJB was at all times material hereto willing and able to perform interior design services in accordance with the Agreements.

184. MJB provided all, or substantially all, of the essential interior design services that it was required to do under the Agreements, until it was otherwise excused by the Boshes from performing.

185. MJB has been damaged as a direct and proximate cause of the Boshes breach(es).

WHEREFORE, Plaintiff, MJB Design Group, Inc., respectfully request that this Court enter a judgment in its favor and against Defendants, Christopher Weasson Bosh a/k/a Chris Bosh, an individual, and Adrienne Bosh a/k/a Adrienne Williams, for damages, interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**Count II**  
**Unjust Enrichment**

186. The MJB realleges paragraphs 1 through 176.

187. MJB conferred a benefit(s) on the Boshes, including providing to the Boshes interior design services for the Project.

188. The Boshes either requested the benefit(s) conferred or knowingly and voluntarily accepted such benefit(s).

189. The Boshes should have reasonably expected to pay to MJB money in exchange for MJB's services.

190. The Boshes failed to pay to MJB money in exchange for MJB's services.

191. MJB relied to its detriments on the Boshes good faith to pay or reimburse MJB for services provided.

192. As a direct and proximate result of the Boshes failure to provide payment or reimbursement for the services provided by MJB, the Boshes have been unjustly enriched at the expense of MJB.

193. It would inequitable for the Boshes to retain the benefit(s) without providing to

MJB the fair value thereof.

WHEREFORE, Plaintiff, MJB Design Group, Inc., respectfully request that this Court enter a judgment in its favor and against Defendants, Christopher Weasson Bosh a/k/a Chris Bosh, an individual, and Adrienne Bosh a/k/a Adrienne Williams, for damages, interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**Count III**  
**Quantum Meruit**

194. MJB realleges the allegations in paragraphs 1 through 176.

195. Notwithstanding being in possession of all work, goods and labor provided by MJB to the Boshes, the Boshes have failed to pay the balance of monies due and owing to MJB.

196. The Boshes knew and agreed that MJB would expend time, effort, and expense in providing interior design services as requested by the Boshes and, in fact, MJB did incur expense, time, and effort in providing the aforesaid services and goods to the Boshes.

197. At all material times herein, the Boshes were aware and agreed that MJB would be compensated for its interior design services and that same were not being provided gratuitously.

198. MJB provided to the Boshes a benefit in the form of interior design services.

199. MJB also provided to the Boshes a benefit in the form of additional services by assisting the Boshes with curing Windrush's numerous demand letters in an attempt to avoid the potential breach claimed by Windrush.

200. The Boshes assented to and received the provision of services.

201. The Boshes were aware that MJB expected to be compensated for its services.

202. The Boshes were unjustly enriched.

203. MJB is entitled to the reasonable value of the services it performed for the

Boshes.

WHEREFORE, Plaintiff, MJB Design Group, Inc., respectfully request that this Court enter a judgment in its favor and against Defendants, Christopher Weasson Bosh a/k/a Chris Bosh, an individual, and Adrienne Bosh a/k/a Adrienne Williams, for damages, interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**Count IV**  
**Fraud in the Inducement**

204. MJB realleges paragraphs 1 through 176.

205. During their initial and continuing communications and discussions with MJB, the Boshes represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

206. When the Boshes executed the Agreements, they (i.e. the Boshes) expressly represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

207. The Boshes also represented to MJB that they (i.e. the Boshes) would pay to MJB funds in exchange for interior design services and related goods and materials.

208. The Boshes further represented to MJB that the Project would be fully constructed on or before May of 2016.

209. The Boshes intended to and did benefit from waiving Windrush's contracted completion date of May of 2016 for construction of the Project, to the detriment of MJB.

210. In addition, the Boshes further represented that MJB shall have the exclusive right to purchase and provide goods and materials for the Project.

211. The Boshes knowingly made these material and false representations to MJB with the intent to deceive and induce MJB into providing to the Boshes interior design services for the

Project.

212. The Boshes intended to and did benefit from waiving Windrush's contracted completion date of May of 2016 for construction of the Project, to the detriment of MJB.

213. The Boshes made material and false representations to MJB as the Boshes never intended to pay for MJB's interior design services, the Boshes never intended to fully complete construction on or before May of 2016, and the Boshes never intended to provide to MJB the exclusive right to purchase and provide goods and materials for the Project.

214. The Boshes intended that MJB rely on the material and false representations.

215. MJB relied on the Boshes material and false representations to its detriment.

216. As a direct and proximate result of the Boshes false promises, material misrepresentations, fraudulent statements and/or fraudulent conduct, MJB has been damaged.

WHEREFORE, Plaintiff, MJB Design Group, Inc., respectfully request that this Court enter a judgment in its favor and against Defendants, Christopher Weasson Bosh a/k/a Chris Bosh, an individual, and Adrienne Bosh a/k/a Adrienne Williams, for damages, interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**Count V**  
**Fraud in the Misrepresentation**

217. MJB realleges paragraphs 1 through 176.

218. The Boshes intentionally made a false statement(s) concerning a material fact.

219. During their initial and continuing communications and discussions with MJB, the Boshes represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

220. When the Boshes executed the Agreements, they (i.e. the Boshes) expressly represented to MJB that MJB would receive, among other things, the benefits of providing to the

Boshes design and procurement services.

221. The Boshes also represented to MJB that they (i.e. the Boshes) would pay to MJB funds in exchange for interior design services and related goods and materials.

222. The Boshes further represented to MJB that the Project would be fully constructed on or before May of 2016.

223. The Boshes intended to and did benefit from waiving Windrush's contracted completion date of May of 2016 for construction of the Project, to the detriment of MJB.

224. In addition, the Boshes further represented that MJB shall have the exclusive right to purchase and provide goods and materials for the Project.

225. The Boshes knew the statements were false when they made them or made the statements knowing they were without knowledge of their truth or falsity.

226. The Boshes intended that MJB would rely on the false statements.

227. MJB relied on the false statements.

228. As a direct and proximate result, MJB has been damaged.

WHEREFORE, Plaintiff, MJB Design Group, Inc., respectfully request that this Court enter a judgment in its favor and against Defendants, Christopher Weasson Bosh a/k/a Chris Bosh, an individual, and Adrienne Bosh a/k/a Adrienne Williams, for damages, interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**Count V**  
**Negligent Misrepresentation**

229. MJB realleges paragraphs 1 through 176.

230. The Boshes made statements concerning a material fact that they believed to be true but which was in fact false.

231. During their initial and continuing communications and discussions with MJB,

the Boshes represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

232. When the Boshes executed the Agreements, they (i.e. the Boshes) expressly represented to MJB that MJB would receive, among other things, the benefits of providing to the Boshes design and procurement services.

233. The Boshes also represented to MJB that they (i.e. the Boshes) would pay to MJB funds in exchange for interior design services and related goods and materials.

234. The Boshes further represented to MJB that the Project would be fully constructed on or before May of 2016.

235. The Boshes intended to and did benefit from waiving Windrush's contracted completion date of May of 2016 for construction of the Project, to the detriment of MJB.

236. In addition, the Boshes further represented that MJB shall have the exclusive right to purchase and provide goods and materials for the Project.

237. MJB would not have entered into the transaction and/or performed interior design services for the Boshes, but for the false statements.

238. The Boshes were negligent in making the statements because the Boshes should have known the statements were false.

239. The Boshes intended or expected that MJB would rely on the statements.

240. MJB justifiably relied on the false statements made by the Boshes.

241. As a direct and proximate cause, MJB has been damaged.

WHEREFORE, Plaintiff, MJB Design Group, Inc., respectfully request that this Court enter a judgment in its favor and against Defendants, Christopher Weasson Bosh a/k/a Chris

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Bosh, an individual, and Adrienne Bosh a/k/a Adrienne Williams, for damages, interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

MJB hereby demands a trial by jury on all issues so triable by right pursuant to Fed. R. Civ. P. 38(b).

Dated this 20th day of September, 2016.

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