IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL ACTION

JACK KOWALSKI, individually and as personal representative of the Estate of Beata Kowalski; MAYA KOWALSKI; and KYLE KOWALSKI, **Plaintiffs,** **v.** **GREGORY A. ANDERSON; JENNIFER C. ANDERSON; and ANDERSONGLENN LLP,** **Defendants.**	**CASE NO. _____**

COMPLAINT

Plaintiffs, JACK KOWALSKI, individually and as Personal Representative of the Estate of Beata Kowalski, MAYA KOWALSKI, and KYLE KOWALSKI (collectively, “Plaintiffs” or the "Kowalskis"), sue Defendants, GREGORY A. ANDERSON, JENNIFER C. ANDERSON, and ANDERSONGLENN LLP, and allege:

Jurisdiction and Venue

1. This is an action for damages and equitable relief in excess of $50,000, exclusive of interest, attorneys' fees, and costs.

2. Venue is proper in this Court pursuant to Section 47.011, Florida Statutes, because the causes of action accrued in Sarasota County, Florida. Specifically, Plaintiffs were residents of Sarasota County, Florida when the last element constituting the cause of action accrued. *See Rocco v. Glenn, Rasmussen, Fogarty & Hooker, P.A.*, 32 So. 3d 111 (Fla. 2d DCA 2009).

The Parties

3. Plaintiff, Jack Kowalski ("Jack"), is a natural person residing in Florida and is the surviving spouse of Beata Kowalski and the Personal Representative of her Estate.

4. Plaintiff, Maya Kowalski ("Maya"), is a natural person residing in California.

5. Plaintiff, Kyle Kowalski ("Kyle"), is a natural person residing in Florida.

6. Defendant, Gregory A. Anderson ("Greg"), is a natural person and member of The Florida Bar who previously represented Plaintiffs in the underlying medical negligence and wrongful death action filed and litigated in Sarasota County, Florida, under Case No. 2018-CA-005321 NC (the "Medical Malpractice Action").

7. Defendant, Jennifer C. Anderson ("Jennifer"), is a natural person and member of The Florida Bar who previously represented Plaintiffs in the Medical Malpractice Action. Greg and Jennifer are husband and wife and were husband and wife at all material times.

8. Defendant, AndersonGlenn LLP ("AndersonGlenn"), is a limited liability partnership organized and existing under the laws of the State of Florida. AndersonGlenn conducted business in Florida at all material times.

9. At all material times, Greg and Jennifer acted individually and as partners, members, owners, agents, employees, and representatives of AndersonGlenn.

General Allegations

Background

10. The tragic and heartbreaking underlying facts of this case are told in the Netflix documentary *Take Care of Maya.* In 2018, the Kowalskis—represented by Greg,

Jennifer, AndersonGlenn (collectively, the "Anderson Parties"), and Nick Whitney (then a partner at AndersonGlenn)—filed the Medical Malpractice Action.

11. Throughout the representation, the Kowalskis placed extraordinary trust and confidence in the Anderson Parties and relied upon them for legal advice, financial guidance, strategic recommendations, and protection of their legal and financial interests.

12. After the Kowalskis settled with some defendants, the case proceeded to trial in late 2023, resulting in a jury verdict and judgment in excess of $200 million against Johns Hopkins All Children's Hospital (the "Judgment").

13. The Second District Court of Appeal reversed the Judgment on October 29, 2025, denied rehearing on January 5, 2026, and remanded the case for a new trial. The Kowalskis filed Notices to Invoke Discretionary Jurisdiction in Supreme Court on February 4, 2026, which are still pending decision.

14. As explained below, the Anderson Parties committed flagrant, serious, and repeated violations of their professional, ethical, and fiduciary duties during their representation of the Kowalskis. These violations occurred from the beginning of the attorney-client relationship (when the Anderson Parties had their clients sign an employment agreement for excessive fees in violation of the Rules of Professional Conduct) to the end of the attorney-client relationship (when Greg and Jennifer pledged the Kowalskis' trust funds as collateral for a personal loan and Greg affirmatively misrepresented to the Kowalskis that their trust funds were in an account earning 4% interest).

15. After the Judgment was obtained and before it was reversed, the Anderson Parties improperly negotiated, orchestrated, and participated in an Advance Funding loan

arrangement for the Kowalskis (the "Advance Funding"), as explained below, in violation of Rule 4-1.8(e), three Florida Bar Ethics Opinions, and a decision from the Supreme Court of Florida.

16. In connection with that transaction, the Anderson Parties took millions of dollars from the loan proceeds as purported fees and costs pursuant to unenforceable fee agreements, and they continue to withhold approximately $4 million of the loan proceeds in an account titled "Kowalski Fees and Costs Account," which has been pledged as collateral for a personal loan used to purchase a multi-million-dollar home for Greg and Jennifer.

17. On July 9, 2024, Greg and Jennifer's then law partner, Nick Whitney, raised concerns and questions related to the Advance Funding and the treatment of the Kowalskis (among other matters). The following day, Whitney was denied access to the firm's computer system, and his employment with AndersonGlenn was terminated.

18. Whitney subsequently joined Childers Law, LLC. Approximately six months later, the Kowalskis retained Childers Law, LLC and discharged the Anderson Parties "for cause due to documented concerns regarding breaches of professional and fiduciary obligations."

The Fee Agreements

19. AndersonGlenn entered into an initial Employment Contract with the Kowalskis in 2017 (the "Initial Fee Agreement").

20. The Initial Fee Agreement provides that after a lawsuit and an Answer have been filed, AndersonGlenn is entitled to receive a fee of "40% of any recovery up to $1 million; ***plus 33% of any portion of the recovery above $1 million.***" (Emphasis added).

21. Approximately seven years later, after Maya turned 18, AndersonGlenn and the Kowalskis entered into a second Employment Agreement in January of 2024 (the "Second Fee Agreement").

22. While there are some differences between the Initial Fee Agreement and the Second Fee Agreement, they are similar. Importantly, the language quoted above in the Initial Fee Agreement, which describes the percentage fee after an Answer has been filed, is identical to the following language in the Second Fee Agreement: "40% of any recovery up to $1 million; ***plus 33% of any portion of the recovery above $1 million***." (Emphasis added).

23. By providing for fees of 33% of any recovery over $1 million without court approval, both agreements violate the limitations set forth in Rule 4-1.5 of the Rules Regulating The Florida Bar.

24. AndersonGlenn never obtained court approval of the Fee Agreements as required by Rule 4-1.5(f)(4)(B)(ii).

25. Moreover, prior to Jack and Maya signing the Initial Fee Agreement and Second Fee Agreement, the Anderson Parties did not explain that the fee arrangements might not comply with the Rules Regulating The Florida Bar, they were not advised that the fee percentages exceeded what is permitted by law, and they were not told that court approval would be required.

26. The Anderson Parties did not recommend that Jack or Maya seek independent legal advice before signing the Fee Agreements and did not provide them with an opportunity to consult with independent counsel concerning the Agreements.

27. At no point in time did Jack or Maya suggest or agree that the Anderson Parties should receive a fee greater than what is permitted by The Florida Bar.

28. Notwithstanding the requirements of Rule 4-1.5, Greg repeatedly represented to the Kowalskis that the Fee Agreements were valid and enforceable.

29. When concerns were later raised regarding the enforceability of the Fee Agreements, Greg attempted to justify the Fee Agreements through statements to Jack and Maya that were misleading, incomplete, and inconsistent with the requirements of Rule 4-1.5.

The Anderson Parties Took Excessive Fees from Settlement Proceeds

30. In 2021 and 2023, the Kowalskis negotiated two settlements with some defendants in the Medical Malpractice Action prior to the jury trial ("Settlement Proceeds").

31. The Anderson Parties took excessive fees from the Settlement Proceeds in violation of Rule 4-1.5.

32. Specifically, the closing statement from the first settlement dated May 13, 2022 shows that AndersonGlenn took fees in excess of the fees allowed by Rule 4-1.5.

33. In violation of Rule 4-1.5, there was no closing statement for the second settlement. However, Greg advised Jack in a text message on July 13, 2023, that AndersonGlenn "is in trouble financially," and "[t]o make it through trial I need . . . [t]o apply all of the [settlement proceeds] to the case." Jack responded by saying: "I have no problem applying the entire [settlement proceeds] to the case."

34. A "Client Trust Ledger" indicates that the entire amount of the settlement was distributed to AndersonGlenn, and the Ledger notes that some of the funds were used to pay AndersonGlenn's payroll, health insurance and credit card bills.

35. The amount taken by AndersonGlenn substantially exceeds the amount permitted by Rule 4-1.5.

The Jury Verdict and Subsequent Advance Funding Transaction

36. In November 2023, a jury returned a substantial verdict in favor of the Kowalskis in the Medical Malpractice Action.

37. Following entry of the Judgment in the Medical Malpractice Action, the Anderson Parties became involved in a complex litigation-financing transaction pursuant to which the Kowalskis borrowed approximately $42.1 million from third-party lenders (the "Advance Funding Transaction").

38. The Advance Funding Transaction was not a simple loan transaction. The transaction involved multiple lenders, a judgment preservation insurance structure, extensive collateral requirements, account-control provisions, lender-control provisions, insurer-control provisions, substantial transaction costs, and numerous restrictions affecting the Kowalskis' rights and obligations.

39. Greg and AndersonGlenn were not passive observers of the transaction. Instead, Greg and AndersonGlenn actively participated in negotiating, structuring, documenting, facilitating, and implementing the transaction.

40. Greg and AndersonGlenn executed or participated in numerous transaction documents, including but not limited to a Security Agreement, Account Control Agreement, Subordination Agreement, Deposit Account arrangements, and other documents necessary to complete the transaction.

41. Greg and AndersonGlenn assumed multiple roles in the transaction beyond the role of litigation counsel, including roles relating to collateral, account control, and administration of the transaction.

42. During the negotiation and documentation of the Advance Funding Transaction, Greg retained attorney James Purcell of Stoneburner Berry Purcell & Campbell, P.A. to assist with certain aspects of the transaction. However, Mr. Purcell did not serve as independent counsel for the Kowalskis. He had no direct communication with the Kowalskis concerning the Advance Funding Transaction. He never met with them, never spoke with them, never corresponded with them, never directly advised them regarding the risks or consequences of the transaction, and never provided them with independent legal advice concerning the loan documents, the judgment preservation insurance policies, the conflicts of interest presented by the transaction, or the Anderson Parties' claimed entitlement to fees derived from the loan proceeds.

The Advance Funding Transaction

43. The Advance Funding Transaction imposed extraordinary financial burdens upon the Kowalskis.

44. The transaction included millions of dollars in transaction costs, broker fees, insurance premiums, interest obligations, repayment obligations, indemnity provisions, default provisions, and restrictions affecting settlement and litigation decisions.

45. The transaction also imposed restrictions affecting the Kowalskis' ability to settle the Medical Malpractice Action, select counsel, and make independent decisions concerning the prosecution of their claims.

46. The Anderson Parties failed to fully disclose the risks associated with the transaction.

47. The Anderson Parties further failed to fully disclose the ethical issues arising from attorney participation in an advance funding arrangement.

48. The Anderson Parties failed to adequately disclose conflicts of interest created by their own financial stake in the transaction.

49. The Anderson Parties failed to advise the Kowalskis regarding alternatives to the transaction and failed to ensure that the Kowalskis obtained truly independent legal advice concerning the transaction.

The Anderson Parties Improperly Claimed Entitlement to Fees from the Advance Funding Transaction

50. AndersonGlenn subsequently calculated its alleged fees on proceeds from the Advance Funding Transaction pursuant to the improper and unenforceable Fee Agreements and in violation of Rule 4-1.5, as clearly shown in the "Bridge Loan Closing Statement" prepared by AndersonGlenn after the transaction closed and in an Accounting provided by the Anderson Parties, as explained below.

51. Specifically, the "Bridge Loan Closing Statement" shows that fees on the "Loan proceeds" of $30,112,500 were calculated at 33% for a total of $9,937,125.

52. Even if fees were appropriate on the "Loan proceeds" (which they are not, as explained below), the maximum fee allowed pursuant to Rule 4-1.5 would have been $6,022,500 ($30,112,500 x 20%), which is approximately $4 million less than the amount actually taken by the Anderson Parties.

The Anderson Parties Improperly Negotiated and Participated in the Advance Funding Transaction

53. The Anderson Parties negotiated, orchestrated, and actively participated in the Advance Funding Transaction (a complex Advance Funding loan) in violation of Rule 4-1.8(e), three Florida Bar Ethics Opinions, and a decision from the Supreme Court of Florida.

54. Specifically, the Anderson Parties arranged for the Kowalskis to borrow $42,100,000 on unfavorable terms and at enormous expense. In doing so, the Anderson Parties became active participants in the financing arrangement, and they took millions of dollars from the Advance Funding proceeds to pay themselves attorneys' fees, costs, and future costs.

55. Florida Bar Ethics Opinion 00-3 states that "***The Florida Bar discourages the use of non-recourse advance funding companies***." (Emphasis added). While the Opinion states that Florida attorneys "may provide a client with information" about such companies "if it is in the client's interests," the Opinion strictly limits an attorney's involvement in the process.

56. Such participation not only violates Rule 4-1.8(e) but also implicates Rule 4-1.8(a), which prohibits lawyers from entering into business transactions with clients without full disclosure, independent counsel, and informed written consent.

57. Opinion 00-3 further states: "Regarding loans from third parties to personal injury clients, this Committee has previously stated that 'a lawyer may suggest to a client where the client may try to obtain financial help for individual needs . . . , ***but the lawyer should not become part of the loan process***." (Emphasis added). Contrary to this

prohibition, the Anderson Parties "became part of the loan process," and they have admitted this.

58. Opinion 00-3 also states: "The attorney shall not recommend the client's matter to the funding company nor initiate contact with the funding company on a client's behalf. Florida Ethics Opinion 75-24." Contrary to this prohibition, the Anderson Parties recommended the matter to the funding company.

59. Additionally, Opinion 00-3 states: "the attorney shall not provide the funding company with an opinion regarding the worth of the client's claim or the likelihood of success. Rule 4-1.7, Florida Ethics Opinion 75-24." Contrary to this prohibition, the Anderson Parties provided a lengthy detailed opinion letter to the lender.

60. Finally, Opinion 00-3 also states: "the attorney may, at the client's request, honor a client's valid, written assignment of a portion of the recovery to the funding company. ***The attorney may not, however, provide a letter of protection*** to the funding company signed by the attorney." (Emphasis added). Contrary to that prohibition, the Anderson Parties went far beyond providing a mere "letter of protection"; rather, they acted as Deposit Account Holder and Grantor of Collateral. Greg also signed a Subordination Agreement, which is Exhibit B to the Credit Agreement, along with an Account Control Agreement and a Security Agreement.

61. Florida Bar Ethics Opinion 92-6 similarly states that "[a]n attorney's involvement with a proposed corporation that would loan money to claimants in personal injury matters would be unethical."

62. Opinion 92-6 underscores that Rule 4-1.8(e) prohibits a lawyer from providing "financial assistance to a client" in connection with pending litigation (subject to

limited exceptions), and that an attorney's active participation in loan transactions "would be ***unethical even though the attorney would be providing financial assistance indirectly rather than directly.***" (Emphasis added).

63. In *The Florida Bar re Amendments to Rules Regulating The Florida Bar*, 635 So. 2d 968 (Fla. 1994), *as clarified* (Mar. 16, 1994), *as supplemented* (July 7, 1994), the Supreme Court of Florida explained:

> Rule Regulating The Florida Bar 4-1.8 provides: "A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation…." Rule 4-1.8(i) provides: "A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client…." We find that the rule amendment LRM proposes would violate both subsections of rule 4-1.8, thus creating possible conflicts of interest. ***This Court has disciplined members of the Bar for advancing funds to clients or assisting others to do so . . . . Lawyers should not be encouraged or allowed to do indirectly what they cannot do directly***. (Emphasis added).

64. While the authorities quoted above state that "the lawyer should not become part of the loan process," the Anderson Parties had extensive involvement in the Advance Funding Transaction.

65. For example, on page 43 of the Credit Agreement, each Loan Party (i.e., the Kowalskis) "irrevocably appoints AndersonGlenn LLP (attention to Greg Anderson) . . . as its agent . . . to accept . . . service."

66. Exhibit B to the Credit Agreement is a "Subordination Agreement," which is signed by Greg on behalf of AndersonGlenn.

67. The "Loan Documents" are defined in the Credit Agreement to include the "Collateral Documents," which are defined to include the Subordination Agreement and

the Account Control Agreement, both of which are signed by Greg on behalf of AndersonGlenn.

68. Greg also signed a Security Agreement on behalf of AndersonGlenn LLP, as Grantor, in connection with the Advance Funding.

69. In fact, Greg has admitted that he was deeply involved with the Advance Funding Transaction. Specifically, he admitted that he performed "substantial post-judgment transactional work" and that he had no guaranteed right to compensation "for structuring the Bridge Loan." He also admitted that he "held four formal roles in the transaction structure: Process Agent, Subordinated Creditor, Grantor of Collateral, and Deposit Account Holder."[1]

The Terms of the Advance Funding Transaction Are Extraordinarily Onerous

70. The loan documents demonstrate that, at the direction of the Anderson Parties, the Kowalskis incurred ***over $11 million in acquisition costs*** for the privilege of borrowing $42.1 million, including an insurance premium of approximately $8,347,500, broker's fees of $2,700,000, and an origination fee of 2%, which is estimated to be $842,000 ($42.1 million x 2%).

71. Furthermore, the loan documents include a provision stating that the lenders will receive at least 125% of the amount they are loaning or $52,625,000 ($42.1M x 125%).

72. Thus, at the direction of the Anderson Parties, the Kowalskis incurred a debt in excess of $52 million in exchange for net loan proceeds of approximately $30,000,000 that the lenders wired to AndersonGlenn.

[1] Quotes are taken from ¶¶ 41 and 44 of AndersonGlenn's Response Brief filed in Case No. 2018-CA-005321, DIN 4600.

73. In addition to the exorbitant acquisition costs and the provision requiring repayment of at least 125% of the amount borrowed, the loan documents negotiated by Greg impose other onerous terms on the Kowalskis, including: interest at 14%; default interest at 16% (and a default has already been declared); a prohibition against settling the case in any way that "adversely affects the interests of the Lenders"; a provision prohibiting the Kowalskis from changing legal counsel without the "prior written consent of the Lenders"; a provision stating that the Kowalskis are liable for the Lenders' costs and expenses; a very broad provision requiring the Kowalskis to indemnify the Lenders even if the loss is caused by the Lenders' negligence; and a provision requiring any settlement to include "an unconditional written release" of the Lenders.

74. Furthermore, even though the loan is purportedly "non-recourse," Section 8.26 of the Credit Agreement provides that in the event of a default, the Kowalskis would be "personally liable" for an unlimited amount of damages.

75. In fact, the Lenders declared two events of default in early 2025, triggering the recourse provisions described in Section 8.26, the default interest rate of 16%, and significant enforcement costs imposed on the Kowalskis.

76. The "Bridge Loan Closing Statement," prepared by the Anderson Parties, shows "Attorney's Fees" of $9,937,125.00 "(33% of $30,112,500.00)" and "Costs Incurred, Advances and Future Costs" of $2,672,875.00, for a total of $12,610,000.00 going to AndersonGlenn from the "Loan proceeds" of the Advance Funding.

77. Both the "Bridge Loan Closing Statement" and an Accounting provided by the Anderson Parties show that fees were calculated at 33% on the entire $30,112,500

pursuant to an improper and unenforceable Fee Agreement, in violation of Rule 4-1.5 and Rule 4-1.8.

78. Greg provided incomplete and misleading information to the Kowalskis about the Advance Funding Transaction. In an email dated November 21, 2024, Greg assured Jack and Maya that the funds they received from the Advance Funding were safe and secure "[r]egardless of the appeal" and that "***no one can take any of it from you. Ever***." (Emphasis added).

79. However, months earlier, in an email to a third party dated June 11, 2024, Greg acknowledged that the loan was "theoretically non-recourse, but I can think up any number of scenarios where it will not be."

80. Although the Anderson Parties obtained the Kowalskis' signatures on the Bridge Loan Closing Statement and Jack's signature on a Funds Flow Memorandum, there was no "informed consent" within the meaning of the Rules of Professional Conduct.

81. The Anderson Parties failed to "communicate adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct." For example, the Anderson Parties did not disclose that they were ethically prohibited from participating in or profiting from the Advance Funding; that the Kowalskis could have pursued significantly smaller, less costly alternatives without triggering exorbitant transaction costs; or that the loan documents purported to restrict the Kowalskis' fundamental right to discharge counsel and retain new counsel. Nor did the Anderson Parties explain to the Kowalskis that the Advance Funding may not be completely "non-recourse" or that true "non-recourse" options might be available.

The Scope of the Fee Agreements

82. Under the Second Fee Agreement, AndersonGlenn was retained solely to represent the Kowalskis:

> for any claims that the Client may have against any individual or entity for injuries or damages sustained by the Client, or anyone that the Client represents, as a result of an accident or conduct occurring during 2016 and 2017 as the result of negligent or intentional actions by Johns Hopkins All Children's Hospital and any other person or entity which is or may be responsible for the injury or death of the plaintiffs.

83. The Second Fee Agreement thus limits the scope of representation of claims against Johns Hopkins and other responsible parties for "injuries or damages . . . as a result of an accident or conduct occurring during 2016 and 2017."

84. Nothing in the Fee Agreements authorized the Anderson Parties to represent the Kowalskis in connection with a third-party financing transaction, and they have admitted that their work "structuring the Bridge Loan" fell outside of the scope of the contingency fee entirely.[2]

The Anderson Parties Assured Plaintiffs that Proceeds from the Advance Funding Transaction Were Being Held in Trust

85. The only "borrowers" identified in the Credit Agreement for the Advance Funding Transaction are Jack and Maya Kowalski.

86. AndersonGlenn received proceeds from the Advance Funding Transaction in "trust," as required by Rule 5-1.1(a)(1) of the Rules Regulating Trust Accounts, which states that "[a] lawyer must hold in trust . . . funds . . . of clients . . . that are in a lawyer's possession in connection with a representation."

[2] *See* Former Counsel, AndersonGlenn LLP's Response to Plaintiffs' Brief on Legal Issues Relating to the Disposition of Disputed Funds from the Advance Funding Loan, filed April 17, 2026 in Case No. 2018-CA-005321, ¶ 44, DIN 4600.

87. Even before the proceeds from the Advance Funding were received, Greg informed Jack that a trust account had been established to hold the proceeds. In an email dated May 27, 2024, which was copied to Jack, Greg provided instructions to his bankers at Hancock Whitney Bank to deposit the $30 million being received from the Advance Funding ($42 million - $12 million of transaction costs) as follows: $15 million to the "Kowalski Investment Account," $2.7 million to pay off the Andersons' line of credit, $2.3 million to remain in the Sweep Account (pending instructions from the Kowalskis), and the remaining $10 million "goes into ***the AG Kowalski Account we just set up – that is still designated a 'non-IOTA Trust'*** and will most likely go to fees per the Contingency Fee Agreement." (Emphasis added).

88. Within the next few days, decisions had been made to put all the proceeds (other than the $15 million going directly to an account for the Kowalskis) into the AG Kowalski "non-IOTA Trust" account. Specifically, on May 31, 2024, the sum of $15,112,440 was withdrawn from the Loan Account ending in 9238 [also referred to as the Sweep Account] and deposited into the "AndersonGlenn Kowalski Fee and Cost account" ending in 0759 (the "0759 Account").

89. During the next two months (through July 30, 2024), approximately $3.5 million was transferred from the 0759 Account and recognized as fees paid to AndersonGlenn (including $2.7 million to pay off the Andersons' line of credit); $2.5 million was transferred to the Kowalskis; and approximately $400,000 was used to pay expenses (including a referral fee attorney Debra Salisbury).

90. Thus, as of July 31, 2024, the "Kowalski Fee and Cost Account" (0759 Account) had a balance of approximately $8.7 million ($15.1M -$3.5M -$2.5M -$400K) plus accrued interest.

91. In the email to the Kowalskis dated July 22, 2024, Greg acknowledged that he had calculated fees allegedly due to AndersonGlenn based on 33%, as set forth in the unenforceable Fee Agreement, instead of 20% as permitted by Rule 4-1.5. In that same email, he assured the Kowalskis that funds from the Advance Funding had been "escrowed" and were being held in "trust." Specifically, he explained to the Kowalskis in the email dated July 22, 2024:

> To make sure we are following Bar Rules the best we can without destroying your case in the process, ***we escrowed*** the difference between the Bar recommendations and the 33.33%. I[t]'s all still sitting there ***in the Kowalski/Anderson trust."*** (Emphasis added).

92. In a subsequent email to Jack and Maya dated November 21, 2024, Greg acknowledged that he had taken "about $2.4 million to pay off the firm's debt" and explained that most of the remaining funds from the Advance Funding were sitting in an account:

> Now, What I have done to get through this as to a difference between the 'old' and 'new' contingent fee is to ***leave it sitting in an account earning money, 4%***. ***After the below deductions, $8.65m.*** Remains [sic] ostensibly for our fees and remaining costs. (Emphasis added).

93. In that same email dated November 21, 2024, Greg said "I am uncomfortable and taking [sic] the entire fee allowed under the contingency fee agreement at this point. Again, we do not know whether they [sic] case will be affirmed . . . ," and he added: "I will never take one dime that you do not know about and approve."

94. Approximately one month later, in a text dated December 20, 2024 (after the Kowalskis had discharged the Anderson Parties as their attorneys), Greg reassured Jack that the remaining funds were being held in trust, stating: "***The Anderson/Kowalski Trust*** is not a Florida Bar Iota account. It ***contains $8.89 million***." (Emphasis added).

95. At the time these representations were made, the Kowalskis understood that the funds remained in trust, were being safeguarded for their benefit, and had not been withdrawn, claimed, or appropriated by the Anderson Parties as earned attorneys' fees.

96. The Kowalskis reasonably relied upon Greg's representations concerning the existence, location, status, and ownership of the funds.

97. At various times thereafter, however, the Anderson Parties took positions that directly contradicted Greg's prior representations.

98. For example, after representing that approximately $8.89 million remained in trust, the Anderson Parties later claimed that approximately $4 million of those funds had actually been taken by AndersonGlenn as attorneys' fees months earlier.

99. That position was inconsistent with Greg's prior representations that the funds remained in trust and available for the benefit of the Kowalskis.

100. It was also inconsistent with the Anderson Parties' subsequent statements that millions of dollars in attorneys' fees remained unpaid and were still allegedly owed to AndersonGlenn.

101. Upon information and belief, the Anderson Parties never transferred the disputed $4 million into AndersonGlenn's operating account as earned income.

102. Upon information and belief, the disputed funds remained in an account titled "Kowalski Fees and Costs Account" and were never treated in the same manner as ordinary earned attorneys' fees.

103. Upon information and belief, the Anderson Parties did not report or treat the disputed funds as earned fee income at the time Greg now claims the funds were allegedly taken as fees. In fact, the Anderson Parties have admitted on multiple occasions that they did not pay taxes on the attorneys' fees they claimed out of the Advance Funding proceeds, offering inconsistent and unlikely explanations. And Greg has admitted that the claimed attorneys' fees did not flow through the firm's operating account.

104. The Anderson Parties have taken inconsistent and irreconcilable positions concerning the ownership, status, and disposition of the disputed funds, alternately describing the funds as trust funds, disputed funds, attorneys' fees, and funds belonging to AndersonGlenn.

What Happened to the $4 Million in the "Anderson/Kowalski Account"?

105. According to a letter dated August 4, 2025, from an attorney who formally represented AndersonGlenn, the Anderson Parties transferred $4 million from the "AndersonGlenn Kowalski Fee and Cost Account" ending in 0759 to a newly created "Kowalski Fees and Costs Account" ending in 5153 ("Account 5153") on October 21, 2024. Both accounts are maintained at Hancock Whitney Bank.

106. In the email dated November 21, 2024, Greg assured Jack and Maya that $8.65 million was "sitting in an account earning money, 4%." That representation was false.

107. Greg has admitted that the $4 million that had been transferred to a different account was pledged collaterally for a loan so Greg and Jennifer could borrow millions of dollars from the bank to buy a new multi-million-dollar house.

108. Public records confirm that Greg and Jennifer purchased a home in St. John's County in December 2024 for $3,750,000, and the home has no mortgage.

109. As explained above, the $4 million in Account 5153, titled the "Kowalski Fees and Costs Account," came from the Advance Funding Transaction (in which the Kowalskis are the only borrowers), and the ongoing interest rate owed to the lenders for the Advance Funding is 14% with a default rate of 16%.

110. Thus, the Anderson Parties arranged for their clients, the Kowalskis, to borrow money at 14%, and then Greg and Jennifer pledged $4 million of that money so they could borrow money at a lower rate for their personal benefit.

111. By using a consumer loan secured by client trust funds—rather than a conventional mortgage—Greg and Jennifer preserved the full homestead protection of the property while shifting the collateral risk to funds being held in trust for the Kowalskis.

112. Furthermore, because the "Kowalski Fees and Costs Account" has been pledged as collateral for Greg's and Jennifer's consumer loan pursuant to a Security Agreement, the funds in that account are at risk of being taken by the Bank if Greg and Jennifer default on the consumer loan.

The Use of Trust Funds to Pay Improper Expenses

113. The Anderson Parties have also paid certain "expenses" or "costs" from the trust funds, which appear to be improper, including, but by no means limited to, payment of a "referral fee," a payment to Greg and Jennifer's niece, a payment to Doc's Yacht

Brokerage for $25,000 in connection with the purchase of a Freemason boat, and the purchase of hours on a private jet (as discussed in a text message from Greg to Jack dated July 17, 2024).

114. As mentioned *supra*, in a text message to Jack and Maya dated November 21, 2024, Greg acknowledged that he had taken "about $2.4 million to pay off the firm's debt and the lines of credit we ran up to may [sic] costs and trying to keep afloat." The "Bridge Loan Closing Statement" states, in a footnote, that the amount taken for "costs incurred, advances, and future costs" included "additions ***to comply with required payoff of Bridge Loan*** plus remainder of costs incurred paid and outstanding." (Emphasis added).

115. There is no condition in the Advance Funding Transaction documents to pay "the firm's debt and the lines of credit."

116. Moreover, what Greg called "the firm's debt and the lines of credit" or the "Bridge Loan" included money used to pay $827,840.99 on a mortgage on Greg and Jennifer's vacation home in Idaho and over $150,000 attributable to pay Greg and Jennifer's various American Express credit cards.

117. In an email dated May 27, 2024, approximately two days before the Advance Funding Transaction closed, Greg directed Hancock Whitney Bank to use funds from the so-called Sweep Account (i.e. the Kowalski trust account designated to receive the Advance Funding Loan proceeds), as follows: "Once it hits the Sweep Account (main deposit), here are the instructions: 1. The Cost Balance consisting of the @$2.7m. in the AG LOC gets paid off immediately, (thank the lord)." Greg copied Jack Kowalski on this

May 27th email, affirmatively misrepresenting to Jack that the $2,700,000 balance on the firm's line of credit was attributable to costs incurred in the case.

118. Further, the Anderson Parties have taken money to pay "future expenses," although they are no longer counsel to the Kowalskis, and the Anderson Parties have demanded that the Kowalskis pay substantial expenses that are not legally due.

119. All conditions precedent to filing this action have occurred, have been waived, or have otherwise been satisfied.

COUNT I – BREACH OF FIDUCIARY DUTY
(Against Greg, Jennifer, and AndersonGlenn)

120. Plaintiffs reallege and incorporate the allegations in paragraphs 1 through 119 above.

121. This is a claim against the Anderson Parties for breach of fiduciary duty.

122. At all material times, the Anderson Parties served as attorneys for Plaintiffs in connection with the Medical Malpractice Action.

123. As attorneys, the Anderson Parties owed Plaintiffs fiduciary duties including duties of loyalty, honesty, candor, disclosure, good faith, fair dealing, reasonable care, safekeeping of client property, avoidance of conflicts of interest, and compliance with the Rules Regulating The Florida Bar. *See In re Marks' Estate*, 83 So. 2d 853, 854 (Fla. 1955) ("An attorney and client relationship is one of the closest and most personal and fiduciary in character that exists.").

124. Greg and Jennifer are individually liable for their own tortious conduct, even if such conduct occurred within the course and scope of their employment with AndersonGlenn. *See Cannon v. Fournier*, 57 So. 3d 875, 881 (Fla. 2d DCA 2011) ("Officers or agents of corporations may be individually liable in tort if they commit or

participate in a tort, even if their acts are within the course and scope of their employment.").

125. Plaintiffs placed special trust and confidence in the Anderson Parties and relied upon them for legal advice, financial guidance, and recommendations concerning matters affecting Plaintiffs' legal claims and financial interests.

126. The Anderson Parties have committed a multitude of clear and serious violations of their professional, ethical, and fiduciary duties, including:

(i) entering into the Initial Fee Agreement and the Second Fee Agreement with the Kowalskis, which violate Rule 4-1.5 of the Rules of Professional Conduct and are, therefore, unenforceable;

(ii) improperly collecting excessive attorneys' fees from the pre-trial Settlement Proceeds pursuant to the unenforceable Fee Agreements;

(iii) attempting to justify the unenforceable Fee Agreements to the Kowalskis through false and misleading statements in violation of Rule 4-8.4(c) of the Rules of Professional Conduct;

(iv) negotiating, orchestrating, and actively participating in the Advance Funding Transaction in violation of Rule 4-1.8(e), multiple Florida Bar Ethics Opinions, and controlling authority from the Supreme Court of Florida;

(v) negotiating Advance Funding terms that were unfavorable to the Kowalskis, including exorbitant transaction costs, restrictions on settlement, and provisions impairing the Kowalskis' fundamental right to select counsel of their choosing;

(vi) improperly calculating alleged attorneys' fees at an impermissible rate of 33% on the proceeds of the Advance Funding with full knowledge that such calculations violated Rule 4-1.5 and were based on unenforceable fee agreements;

(vii) transferring $4 million in client trust funds from a trust account earning approximately 4% interest to another trust account for no legitimate client purpose and solely to benefit Greg and Jennifer personally;

(viii) pledging $4 million of the Kowalskis' trust funds as collateral for Greg's personal Consumer Loan, thereby placing client funds at risk and using those funds for Greg and Jennifer's personal financial advantage;

(ix) falsely representing to Jack and Maya, in an email dated November 21, 2024 (in violation of Rule 4-8.4(c)), that $8.65 million was "sitting in an account earning money, 4%," with full knowledge that $4 million of the $8.65 million had been transferred a month earlier;

(x) assuring Jack, in a text dated December 20, 2024, that "The Anderson/Kowalski Trust . . . contains $8.89 million," and then, after the Court ordered all funds in trust accounts to be deposited in a court-supervised account, falsely claiming that $4 million of the $8.89 million had been taken by AndersonGlenn as a fee two months earlier, in October 2024; and

(xi) continuing to hold, refusing to deliver and refusing to properly account for loan proceeds borrowed by the Kowalskis and wired to AndersonGlenn in trust.

127. As a direct and proximate result of these breaches of fiduciary duty, Plaintiffs have suffered damages, including but not limited to the loss of use of funds, lost interest, improper fees and costs, diminution of trust assets, litigation expenses, and other damages to be proven at trial.

WHEREFORE, Plaintiffs demand judgment against Gregory Anderson, Jennifer Anderson, and AndersonGlenn LLP finding that the fee agreements are unenforceable, and for compensatory damages, disgorgement and forfeiture of fees, interest, costs, and such further relief as the Court deems just and proper.

COUNT II – CONSTRUCTIVE FRAUD
(Against Greg, Jennifer, and AndersonGlenn)

128. Plaintiffs reallege and incorporate the allegations in paragraphs 1 through 119 above.

129. This is a claim for constructive fraud against the Anderson Parties.

130. Constructive fraud applies “to a great variety of transactions . . . which equity regards as wrongful, to which it attributes the same or similar effects as those which follow from actual fraud, and for which it gives the same or similar relief as that granted in cases of real fraud.” *Douglas v. Ogle,* 85 So. 243, 244 (Fla. 1920). Constructive fraud occurs where a duty under a confidential or fiduciary relationship has been abused or where unconscionable advantage has been taken. *Levy v. Levy*, 862 So. 2d 48, 53 (Fla. 3d DCA 2003); *Wishinsky v. Choufani*, 278 So. 3d 803 (Fla. 5th DCA 2019).

131. As Plaintiffs’ attorneys, the Anderson Parties had a confidential and fiduciary relationship with Plaintiffs.

132. Rather than honoring the fiduciary obligations imposed by that relationship, the Anderson Parties repeatedly placed their own financial interests ahead of the interests of their clients by taking affirmative actions that benefitted themselves at the Kowalskis' expense and by failing to take actions required to protect the Kowalskis' interests, disclose material information, avoid conflicts of interest, and provide the advice and guidance that a fiduciary relationship demanded under the circumstances.

133. Among other things, they entered into and sought to enforce fee agreements that violated the Rules Regulating The Florida Bar; participated in and orchestrated an Advance Funding Transaction from which they sought to obtain millions of dollars in attorneys' fees; failed to fully disclose conflicts of interest, risks, and alternatives available to the Kowalskis; and structured their dealings with the Kowalskis in a manner designed to maximize their own financial benefit at their clients' expense.

134. The abuse of trust did not end with the Advance Funding Transaction. The Anderson Parties thereafter exercised dominion and control over millions of dollars

belonging to or claimed by the Kowalskis, made material misrepresentations concerning the status and location of those funds, transferred client funds between accounts for Greg's and Jennifer's personal benefit, pledged disputed client funds as collateral for Greg's and Jennifer's personal loan obligations, and continued to retain and claim ownership of loan proceeds despite the reversal of the Judgment, their discharge as counsel, and the absence of any contingency recovery.

135. By exploiting the trust and confidence reposed in them as attorneys, and by using their fiduciary positions to obtain substantial financial advantages for themselves while concealing or failing to disclose material information to their clients, the Anderson Parties obtained an unfair advantage over the Kowalskis and committed constructive fraud.

136. As a direct and proximate result of the Anderson Parties' conduct, Plaintiffs have suffered damages, including but not limited to the loss of funds, improper fees and charges, loss of use of money, costs incurred in challenging the transaction and fee claims, and other damages to be proven at trial.

137. Equity and good conscience require that the Anderson Parties disgorge all benefits obtained as a result of their constructive fraud and that any funds improperly obtained or retained be restored to Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against the Anderson Parties imposing a constructive trust on specific and identifiable assets transferred to them from the Settlement Proceeds and Advance Funding Transaction, and awarding damages, disgorgement, interest, costs, and any other relief this Court deems equitable and just.

COUNT III – EQUITABLE ACCOUNTING
(Against Greg, Jennifer, and AndersonGlenn, LLP)

138. Plaintiffs reallege and incorporate the allegations in paragraphs 1 through 119 above.

139. This is an action for equitable accounting against the Anderson Parties. "[E]quity has jurisdiction to entertain an action for an accounting where a confidential or fiduciary relationship is shown to exist." *Cushman v. Schubert*, 110 So. 2d 703, 705 (Fla. 2d DCA 1959). "[I]t may be said generally that whenever there is a fiduciary relation such as that of trustee, agent, executor, etc., the right to an accounting in equity is undoubted." *Royal Indemnity Co. v. Knott*, 136 So. 474, 478 (Fla. 1931); *see also In re Marks' Estate*, 83 So. 2d 853, 854 (Fla. 1955) ("An attorney and client relationship is one of the closest and most personal and fiduciary in character that exists.").

140. At all material times, the Anderson Parties acted as attorneys for the Kowalskis and, by virtue of the attorney-client relationship, occupied a fiduciary and confidential relationship with the Kowalskis.

141. As fiduciaries, the Anderson Parties owed duties of loyalty, honesty, candor, full disclosure, safekeeping of client property, and the obligation to fully account for all client funds received, held, transferred, disbursed, retained, or claimed.

142. The Anderson Parties exercised exclusive control over client funds, trust accounts, settlement proceeds, Advance Funding proceeds, fee calculations, cost reimbursements, and related financial transactions.

143. During the course of the representation, the Anderson Parties received, controlled, held, transferred, disbursed, claimed, or retained tens of millions of dollars belonging to or derived from the Kowalskis, including but not limited to Settlement

Proceeds, trust funds, loan proceeds, attorneys' fees, litigation costs, expense reimbursements, and funds held for alleged future costs.

144. In total, the Anderson Parties have claimed almost $15 million for fees and costs, as documented in (i) the loan closing statement dated July 9, 2024; (ii) a closing statement dated May 13, 2022 for a pretrial settlement; and (iii) text messages dated July 13, 2023 between Jack and Greg relating to a second pretrial settlement (for which there is no closing statement in violation of Rule 4-1.5(f)(5)).

145. Plaintiffs dispute the validity of the Fee Agreements, dispute the Anderson Parties' entitlement to fees derived from the Advance Funding Transaction, dispute numerous costs claimed by the Anderson Parties, and dispute the Anderson Parties' characterization and treatment of various funds held in trust.

146. As demonstrated above, the financial transactions at issue are numerous, complex, and involve millions of dollars in funds received, transferred, retained, disbursed, pledged, or otherwise controlled by the Anderson Parties.

147. Plaintiffs do not possess complete records necessary to determine the disposition of all funds received by the Anderson Parties, and questions still exist concerning, among other things:

a. All fees collected or retained pursuant to the Initial Fee Agreement and Second Fee Agreement;

b. All fees claimed, collected, retained, or reserved from pre-trial settlements;

c. All fees claimed, collected, retained, or reserved from the Advance Funding transaction;

d. All costs claimed, charged, reimbursed, retained, or paid by the Anderson Parties;

e. The calculation of all contingent fees claimed by the Anderson Parties;

f. All transfers between trust accounts, escrow accounts, operating accounts, and any other accounts under the control of the Anderson Parties;

g. All interest earned, lost, credited, or retained on funds belonging to the Kowalskis;

h. All payments made to experts, consultants, vendors, referral sources, family members, law firms, litigation funders, insurers, brokers, or third parties;

i. All funds pledged, encumbered, collateralized, or otherwise used for the benefit of the Anderson Parties;

j. The present location, status, ownership, and disposition of all disputed funds.

148. The Anderson Parties possess exclusive or superior knowledge concerning the receipt, handling, transfer, retention, accounting, and disposition of those funds.

149. The Anderson Parties have taken inconsistent positions concerning the ownership and characterization of various funds, including whether certain funds constitute trust funds, disputed funds, earned fees, client funds, or property belonging to AndersonGlenn.

150. Despite multiple requests, the Anderson Parties have not provided a complete and accurate accounting of all funds received, transferred, retained, claimed, pledged, disbursed, or otherwise controlled during their representation of the Kowalskis.

151. Because of the fiduciary relationship between the parties and the complexity of the financial transactions involved, Plaintiffs have no adequate remedy at law and are entitled to a full equitable accounting. *See Green v. Bartel*, 365 So. 2d 785, 787 (Fla. 3d DCA 1978); *Jaye v. Royal Saxon, Inc.*, 687 So. 2d 978 (Fla. 4th DCA 1997); *Nayee v. Nayee*, 705 So. 2d 961, 963 (Fla. 5th DCA 1998).

WHEREFORE, Plaintiffs request that the Court require the Anderson Parties to provide a complete accounting of all funds received, held, transferred, retained, pledged, disbursed, or claimed in connection with their representation of Plaintiffs, appoint a special magistrate, accountant, or forensic accountant if necessary, surcharge the Anderson Parties for any improper transactions, costs, and grant such other relief as justice requires.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury.

DESIGNATION OF E-MAIL ADDRESSES

Undersigned counsel, pursuant to Rule 2.516, Florida Rules of Judicial Administration, hereby designates the following primary and secondary e-mail addresses for receiving service by e-mail:

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Dated this 17th day of June, 2026.

Respectfully submitted,

CHEFFY PASSIDOMO, P.A.

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