

IN THE CIRCUIT COURT, HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

DONALD L. DORNBROCK, as Trustee  
of the DOROTHY L. SWETT REVOCABLE  
TRUST,

Plaintiff

CASE NO. 06-06029

vs

DIVISION I

AMERIPRISE FINANCIAL SERVICES,  
INC.,

Defendant

COMPLAINT

COMES NOW, the Plaintiff, DONALD L. DORNBROCK, as Trustee of the DOROTHY L. SWETT REVOCABLE TRUST, by and through his undersigned attorney, and sues Defendant, AMERIPRISE FINANCIAL SERVICES, INC. and alleges:

1. This is an action for damages which exceed \$15,000.00.
2. Plaintiff is a Trust domiciled in Hillsborough County, Florida.
3. Defendant is a foreign corporation qualified to do business in Florida and maintaining offices in the State of Florida.
4. On or about the 24<sup>th</sup> day of May, 2001, DOROTHY L. SWETT created a Trust Agreement known as THE DOROTHY L. SWETT REVOCABLE TRUST, designating herself as Trustee. Copy thereof has been previously furnished to Defendant.
5. On or about the 18<sup>th</sup> day of August, 2004, DOROTHY L. SWETT executed a FIRST AMENDMENT TO THE DOROTHY L. SWETT REVOCABLE TRUST, wherein she changed the Trustee from herself alone, to herself and DONALD L. DORNBROCK, as Co-Trustees. Copy thereof was furnished to Defendant, who maintains the entire Trust Agreement referenced above, along with the First Amendment to the Dorothy L. Swett Revocable Trust.

6. On or about the 29<sup>th</sup> day of January, 2006, DOROTHY L. SWETT expired, rendering the above-referenced trust Irrevocable, and leaving DONALD L. DORNBROCK as the sole Trustee thereof.
7. Subsequent to creation of the above-referenced Trust, and prior to her death, DOROTHY L. SWETT established an account with Defendant for THE DOROTHY L. SWETT REVOCABLE TRUST.
8. Copies of the Trust Agreement, as well as the Amendment to the Trust Agreement have been in the possession of Defendant at all applicable time.
9. Prior of February 7, 2006, Plaintiff demanded of Defendant that the account maintained with them by THE DOROTHY L. SWETT REVOCABLE TRUST be liquidated and the funds forwarded to himself, as Trustee of THE DOROTHY L. SWETT REVOCABLE TRUST.
10. On or about the 7<sup>th</sup> day of February, 2006, Plaintiff, through his undersigned attorney, demanded of Defendant that the assets of the account be liquidated and forwarded to the undersigned attorney payable to the Trust.
11. That Plaintiff, individually, in person and by telephone, and the undersigned attorney, have repeatedly demanded of Defendant that the account be liquidated and the funds therefrom be forwarded to the Trustee.
12. That Defendant has requested of Plaintiff various documentation, all of which has been furnished, including a death certificate for DOROTHY L. SWETT, and various other documentation which did not appear to be relevant, but which was completed at Defendant's request in an effort to have the account liquidated and paid to the Trustee so that he could administer and disburse the funds in accordance with the Trust Agreement.
13. That Defendant has repeatedly ignored such requests, has failed and refused to discharge its obligations, and has completely frustrated Plaintiff's effort to discharge his obligations as Trustee of the Trust.
14. That Plaintiff has incurred, and will continue to incur, costs and attorney's fees in prosecuting this action, all because of Defendant's wilful and unjustified refusal to follow the account holder's instructions.

Jul 13 06 04 45o Americanise  
001/07/2006 00:00 000-00210134

863- 8960  
AMERICAN FINANCIAL

p 5  
PAGE 24

WHEREFORE, Plaintiff prays this Honorable Court enter a Judgment for Plaintiff and against Defendant, for the full balance of the account which approximates \$100,000.00, costs of this action, attorney's fees, and such other and further relief as this Honorable Court deems just.



MICHAEL SIERRA, ESQ.

Florida Bar # 109188

MICHAEL SIERRA, P.A.

703 W. Swan Ave.

Tampa, FL 33606

813/258-3558

813/258-3779(FAX)

Attorney for Plaintiff