

THE AESTHETIC MEDICINE & ANTI-AGING CLINICS OF LOUISIANA, L.L.C.; THE AESTHETIC MEDICINE AND ANTI-AGING CLINICS OF LAFAYETTE, LLC; NATIONAL AESTHETIC LASER INSTITUTE INC; K & H PROPERTIES LLC; BOOTLEG PRODUCTIONS, LLC; AND BOOTLEG PRODUCTIONS 2, LLC

VERSUS

AMY RADLE FASULLO

* **NUMBER: _____ DIVISION: “___”**
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 * **19th JUDICIAL DISTRICT COURT**
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 * **PARISH OF EAST BATON ROUGE**
 *
 * **STATE OF LOUISIANA**
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VERIFIED PETITION FOR DAMAGES

The Petition for Damages filed by Plaintiffs respectfully represents as follows:

1.

Plaintiffs herein are:

- i. The Aesthetic Medicine & Anti-Aging Clinics of Louisiana, L.L.C.** (the “**Baton Rouge Clinic**”), a Louisiana limited liability company, with its domicile and principal place of business in East Baton Rouge Parish;
- ii. The Aesthetic Medicine and Anti-Aging Clinics of Lafayette, LLC** (the “**Lafayette Clinic**”), a Louisiana limited liability company, with its domicile in East Baton Rouge Parish;
- iii. National Aesthetic Laser Institute Inc** (the “**Laser Institute**”), a Louisiana corporation registered to do and doing business in East Baton Rouge Parish;
- iv. K & H Properties LLC**, a Louisiana limited liability company, with its domicile and principal place of business in East Baton Rouge Parish;
- v. Bootleg Productions, LLC**, a Louisiana limited liability company, with its domicile and principal place of business in East Baton Rouge Parish; and
- vi. Bootleg Productions 2, LLC**, a Louisiana limited liability company, with its domicile and principal place of business in Livingston Parish,

(collectively “**Plaintiffs**” or the “**Companies**”).

2.

Made Defendant herein is **Amy Radle Fasullo**, an individual of full age and majority living in East Baton Rouge Parish.

3.

Venue is proper under La. C.C.P. arts. 42(1) and (2), 73,74, and 76.

4.

Personal jurisdiction over the Defendant is proper under La. C.C.P. art. 6.

FACTUAL BACKGROUND

Ms. Radle Fasullo Implements a Scheme of Financial Theft and Embezzlement

5.

Plaintiffs are comprised of several companies and businesses owned and run by business partners Dr. Todd Howell and Kirk Kepper. Several of the businesses focus on providing innovative aesthetic medicine services.

6.

Defendant Amy Radle Fasullo (“**Ms. Radle Fasullo**”) was employed by Plaintiffs and served as the Companies’ Chief Financial Officer (“**CFO**”) beginning in 2019.

7.

As CFO, Ms. Radle Fasullo was tasked with managing and producing accounting records for all partner-owned businesses, handling bank deposits from the Baton Rouge and Lafayette Clinics, managing payroll, and paying all business expenses and some personal bills on behalf of the owners. She maintained full control over the Companies’ income and all business checking accounts.

8.

Cash from daily sales was placed in the company safe at the end of the day. As CFO, Ms. Radle Fasullo was responsible for promptly depositing the cash in the bank.

9.

Ms. Radle Fasullo routinely handled cash deposits wherein she would deposit the cash received by the Companies at the bank the following day.

10.

While unclear what prompted Ms. Radle Fasullo’s actions, it is clear that over time, Ms. Radle Fasullo developed a desire to harm the Companies and steal its funds and resources for herself.

11.

In July 2020, Ms. Radle Fasullo was making cash deposits weekly. Large deposits were made more frequently.

12.

By the end of 2020, Ms. Radle Fasullo began making cash deposits far less frequently, despite no change in the amount of business the Companies were conducting.

13.

In mid-2021, Ms. Radle Fasullo began moving deposits between the businesses, issuing payroll for one business from another business, and paying bills for one business directly from the checking account of a different business. Data entry of accounts payable ceased for all businesses during this period.

14.

These actions were part of a scheme utilized to obfuscate the business transactions so that cash is never deemed to be missing as the bills are being paid.

15.

During 2022, bills stopped being paid as the deficit from the stolen money had grown to an amount that left the businesses without enough funds to cover bills.

16.

Personal credit cards of Dr. Howell and Mr. Kepper, often used for business expenses, were neglected. Minimum payments were not made, intentionally allowing the credit cards to default, and be reported to credit agencies.

17.

Ms. Radle Fasullo routinely would not pay personal vehicle loans on time, allowing them to be reported late to credit agencies.

18.

As a result, Dr. Howell's and Mr. Keppers' credit scores suffered severe damage.

19.

In mid-2022, the Companies' credit cards used to purchase supplies stopped being paid in their previous pattern. By July 2022, most of the cards had exceeded their credit limits.

20.

In August 2022, the Amex cards were no longer used as they were over limit. A payment plan was implemented with Amex at \$19,996 monthly.

21.

As CFO, Ms. Radle Fasullo made two payments toward the credit card debt, then stopped paying them, leaving a balance of more than \$200,000 by the end of 2022.

22.

A new Capital One Spark Card was initiated and replaced the Amex cards previously used. This card quickly went to limit in the same manner.

23.

None of these issues were reported to or discussed with the owners. Ms. Radle Fasullo hid all of this to cover the tracks of her theft. Ms. Radle Fasullo would routinely respond to any concerns brought by Dr. Howell and Mr. Kepper with statements that implied everything was under control and in order. She would argue that loan payments were not late, misrepresenting that the calls from the bank were not correct.

24.

Mr. Kepper and Dr. Howell, on multiple occasions, directed Ms. Radle Fasullo that she was not to allow anything to affect their credit scores. She was additionally instructed that if there was ever a case that she could not pay a bill on time, that she was to notify Mr. Kepper or Dr. Howell so that they could make an informed decision on how to get the delinquent bill paid.

25.

Ms. Radle Fasullo ignored these directives on multiple occasions and allowed bills not to be paid timely.

26.

In 2022 and 2023, Ms. Radle Fasullo wrote checks on behalf of the Companies that consistently bounced. Again, these issues were never brought to the attention of the owners. Ms. Radle Fasullo made numerous payments to the IRS which were dishonored, causing additional financial penalties to be applied.

27.

Ms. Radle Fasullo, when running payroll, would write her own paycheck and forge Dr. Howell's signature without his knowledge.

28.

As it currently stands, Plaintiffs have identified \$846,528.88 in missing cash funds from the Companies. The true extent of Ms. Radle Fasullo's damage is believed to be greater and is still being investigated.

29.

In addition, from January 2024 to May 2025, the Companies confirmed \$33,175 in cash deposits given to Ms. Radle Fasullo for depositing with the bank were never deposited or returned to any of the Companies' finances.

30.

Several transfers show the money taken out of one of the Companies but never being redeposited into the intended recipient Company. This amount is in excess of \$30,000. Ms. Radle Fasullo would routinely transfer funds between the Companies, without approval of the owners. It is believed that this was another method being used to hide her theft of cash deposits.

31.

To cover her fraudulent scheme, Ms. Radle Fasullo failed to balance the Companies' books. Bank accounts and deposits were not reconciled. Rather, at the end of the year, Ms. Radle Fasullo would make accounting entries that were unexplainable and lacked any mathematical support in an attempt to hide her theft. For example, Ms. Radle Fasullo would record a deposit or transfer of money to a company as income for that company when, in truth, no money was being deposited into the bank or with the company. As a result, Ms. Radle Fasullo was overinflating the amount of money the Companies had to hide the money she had stolen.

32.

Ms. Radle Fasullo made numerous misrepresentations to the owners when asked about specific payments.

33.

Eventually, vendors started refusing to take Companies' checks or credit cards and started contacting the owners by mail.

34.

As a result, the Companies are required by some vendors to pay cash for supplies due to a lack of trust in their checks and credit cards.

35.

Ms. Radle Fasullo conspired with her husband, Ned Fasullo, to take over the Companies' website management and internet advertising. Mr. Fasullo owns an internet/website development company named Velocity Partners Group.

36.

Ms. Radle intentionally stopped paying the Companies' current website management company, Gatorworks, so that they would no longer host the companies' website. This would create the necessity for a new management company, allowing Mr. Fasullo to step in and take over.

37.

The intent of this conspiracy is evidenced by the fact that Ms. Radle Fasullo began making payments to Mr. Fasullo before Gatorworks notified the Companies of its inability to maintain a business relationship due to nonpayment.

38.

Ms. Radle Fasullo also kept the Companies' books on a cash basis of accounting, rather than the proper method for a company with inventory – the accrual basis. This error also resulted in tax implications causing the Companies to have a higher tax liability.

39.

Ms. Radle Fasullo's failure as CFO includes the failure to properly remit required payroll tax payments on behalf of employees.

40.

Ms. Radle Fasullo had incorrect social security numbers and addresses listed for several employees in the state and federal filings.

41.

Ms. Radle Fasullo failed to take the steps necessary to obtain correct and accurate information from the employees and, instead, appears to have used fake information.

42.

As a result, multiple employees' tax payments could not be associated with the correct employee by the IRS thereby creating a tax liability for the employee.

43.

Ms. Radle Fasullo failed to pay the required payroll taxes so she would have funds available to cover her theft.

44.

The unpaid payroll tax liability exceeds \$882,092, not including fees and interests.

45.

Ms. Radle Fasullo doubled down on completely ignoring her duties to the Companies, as their CFO, by then intentionally ignoring mail. Mail from vendors, insurance companies, as well as State and Federal agencies was never opened.

46.

Multiple uncashed checks, including refunds from the IRS, have been discovered in her unopened mail.

47.

In early 2025, Dr. Howell and Mr. Kepper engaged a business to evaluate and coordinate the sale of the Companies. In July, 2025 Dr. Howell and Mr. Kepper were informed that the Clinics were having difficulty getting buyer interest because of the poor condition of the financial records. Ms. Radle Fasullo's actions have prevented the successful sale of the Clinics and further contributed to the financial losses incurred.

Ms. Radle Fasullo enlisted the help of her workout friend, Rebecca Lemoine, to serve as the tax preparer.

48.

Ms. Radle Fasullo compounded her bad actions and harm to the Companies by failing to properly handle the Companies' taxes.

49.

Ms. Radle Fasullo hired her good friend, Rebecca Lemoine, to serve as the tax accountant for the Companies.

50.

Ms. Radle Fasullo appears to be a workout instructor at Ms. Lemoine's workout business.

51.

Ms. Lemoine, as a hired tax preparer, was entrusted with the Companies' finances and expected to use her professional judgment.

52.

Ms. Lemoine never communicated with the owners, particularly on matters of which she had questions.

53.

For example, when Ms. Lemoine noticed unpaid taxes, she accepted Ms. Radle Fasullo's explanation that she had paid them recently rather than inquire any further or request confirmation.

54.

It is clear that Ms. Lemoine did not conduct any, or at a minimum, a proper amount of work to verify the financials provided to her by Ms. Radle Fasullo in order to complete the Companies' taxes.

55.

Ms. Lemoine allowed the deficit of unpaid taxes to grow without sufficient inquiry.

56.

Ms. Lemoine also failed to notice or address the intercompany accounts being out of balance for multiple years. This failure resulted in incorrect financial statements and incorrect income tax returns being filed on behalf of the Companies.

57.

Glaringly, Ms. Lemoine failed to notice that the Companies had not paid payroll taxes for several years. These issues should have been noticed and addressed in the normal course of tax preparation.

58.

Ms. Lemoine also ignored the lack of accounts payable schedules, resulting from Ms. Radle Fasullo's incorrect use of a cash accounting basis, despite the applicable IRS Code requirements which should have made this a central issue.

59.

Ms. Lemoine failed to request bank reconciliations, sales tax reports, AP Summary schedules, inventory valuation, ownership deposit and draw schedules, etc. as would be required for a tax accountant to diligently perform a tax preparation and filing.

60.

Ms. Lemoine's failure to see the discrepancies and issues with the books cannot be explained absent an intention to assist Ms. Radle Fasullo in her scheme.

61.

Upon discovering her actions, Ms. Radle Fasullo was terminated by Plaintiffs in July of 2025.

62.

While employed by the Companies, Ms. Radle Fasullo committed conversion, fraud, unfair trade practices, and ultimately illegally embezzled funds in abuse of the trust shown to her. Additionally, she failed to meet her fiduciary responsibilities as CFO and grossly mismanaged the Plaintiffs' finances and tax obligations.

COUNT ONE-CONVERSION & EMBEZZLEMENT

63.

Ms. Radle Fasullo wrongfully and knowingly stole, converted, and misappropriated funds for her own benefit and use, despite knowing full well that the funds were the property of Plaintiffs.

64.

Ms. Radle Fasullo had no intention of repaying the funds to Plaintiffs.

65.

Ms. Radle Fasullo intentionally asserted dominion over and control over the funds taken from the Companies and has permanently deprived the Companies of those funds.

66.

Ms. Radle Fasullo's actions in diverting funds from the Companies amounts to tortious conversion, embezzlement, and theft, thereby entitling the Companies to damages for the amounts owed as well as all consequential damages resulting therefrom pursuant to La. C.C. art. 2315, *et seq.*

COUNT TWO-FRAUD

67.

Ms. Radle Fasullo intentionally took steps to conceal and suppress her theft of cash funds so that she could convert those funds. These suppressions of the truth were in the form of an elaborate accounting scheme characterized by fictitious accounting entries and fake debts, made to appear as if cash was not missing.

68.

Ms. Radle Fasullo intentionally “cooked the books” of the Companies so as to deprive the Companies of the stolen funds. This intentional scheme resulted in loss and damage to the Companies.

69.

The foregoing represents a misrepresentation and/or suppression of the truth and constitutes fraud within the meaning of La. C.C. art. 1953. Ms. Radle Fasullo is liable to the Companies for all damages resulting from her fraudulent conduct, plus attorneys’ fees and costs.

COUNT THREE-UNFAIR TRADE PRACTICES

70.

Ms. Radle Fasullo’s actions were fraudulent, deceitful, and unscrupulous which took place in the conduct of trade or commerce and were taken with the intent of harming the Companies.

71.

Ms. Radle Fasullo’s actions constitute a violation of the Louisiana Unfair Trade Practices and Consumer Protection Law, contained in Louisiana Revised Statutes § 51:1401, *et seq.*, and entitle the Companies to all damages sustained as a result of such unfair trade practices and all attorneys’ fees and costs. La. R.S. 51:1409.

COUNT FOUR-BREACH OF FIDUCIARY DUTY

72.

Pursuant to Louisiana law, Ms. Radle Fasullo owed a fiduciary duty to her employer, the Companies, while employed, to be loyal and faithful to the Companies’ business interests. This is further compounded by her position as the CFO of the companies.

73.

Ms. Radle Fasullo, in acting on behalf of the Companies and collecting money as such, undertook a fiduciary duty to act in a fiduciary capacity with respect to such monies from receipt until deposited in the Companies’ bank account.

74.

Ms. Radle Fasullo was responsible for safeguarding and protecting all funds, checks, money orders, and credit transactions remitted to the Companies as a fiduciary of the Companies.

75.

Ms. Radle Fasullo's actions while employed by the Companies, as set out above, breached her fiduciary duty owed to the Plaintiffs. Ms. Radle Fasullo's actions were a gross mismanagement of the Companies' finances and tax obligations.

76.

Ms. Radle Fasullo is liable to Plaintiffs for all damages resulting from the breach of her fiduciary obligation.

COUNT FIVE-DETRIMENTAL RELIANCE

77.

By falsely stating that Defendant would act on behalf of the Companies, as the Companies' financial fiduciary, Defendant induced the Companies into relying on those assertions to their detriment. In reliance upon the assertions of Defendant, the Companies allowed Defendant to handle funds belonging to the Companies, and which Ms. Radle Fasullo stole, mismanaged, and improperly accounted for.

78.

Ms. Radle Fasullo is liable to Plaintiffs pursuant to the doctrine of detrimental reliance.

COUNT SIX – BREACH OF CONTRACT AND INDEMNITY

79.

During her employment, Ms. Radle Fasullo signed an independent contractor agreement with Plaintiffs.

80.

Under the contract, Ms. Radle Fasullo was responsible for “[a]ll Bookkeeping Services including but not limited to Record Keeping, Accounts Payable, Payroll, & Tax preparation for both corporate and personal.”

81.

Ms. Radle Fasullo's failures to perform the duties described therein has resulted in Plaintiffs having to expend hundreds of thousands of dollars to deal with past due debts of which they were unaware, which includes the debt, interest, fees, penalties, attorneys' fees, etc.

82.

Ms. Radle Fasullo's failure to file and remit state and federal payroll taxes and sales taxes resulted in IRS liens and Louisiana state levy on the Companies' accounts.

83.

Under the contract, Ms. Radle agreed to indemnify Plaintiffs “against any and all claims, losses, damages, liability, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party . . .”

84.

Therefore, Ms. Radle Fasullo is liable to the Plaintiffs to indemnify them for all losses, damages, penalties, attorneys’ fees, etc. that have resulted from her actions, omissions, and failures.

COUNT SEVEN – OPEN ACCOUNT

85.

Ms. Radle Fasullo also was a customer of the Baton Rouge Clinic. Ms. Radle Fasullo received services for which she never paid. Currently, Ms. Radle Fasullo owes \$10,241.14 for services rendered to her by the Baton Rouge Clinic.

86.

Notice of the overdue account and demand for payment was sent to Ms. Radle Fasullo on July 22, 2025.

87.

Additionally, the Baton Rouge Clinic designates that citation and service of this petition shall be deemed written demand upon Ms. Radle Fasullo to allow Plaintiffs to claim reasonable attorneys’ fees as provided by Louisiana law and in accordance with La. R.S. 9:2781(A).

88.

Ms. Radle Fasullo is justly and truly obligated to the Baton Rouge Clinic, in the principal sum of \$10,241.14, plus accrued and unpaid interest on the outstanding principal balance at the rate of legal interest as fixed by law, plus reasonable attorneys’ fees, and for all costs of this suit.

COUNT EIGHT - INTENTIONAL INTERFERENCE WITH CONTRACT

89.

Ms. Radle Fasullo, as an officer of the Companies, took intentional actions to interfere with the Companies’ website provider contract to benefit indirectly by providing that contract to her husband, Ned Fasullo.

90.

Ms. Radle Fasullo is liable for all damages to the Companies as a result of her actions.

REQUEST FOR JURY

91.

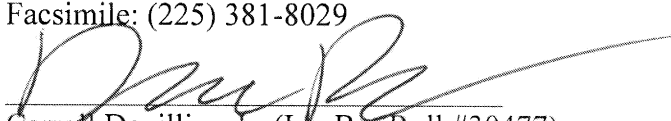
Plaintiffs hereby request a trial by jury.

WHEREFORE, Plaintiffs, The Aesthetic Medicine & Anti-Aging Clinics of Louisiana, L.L.C.; The Aesthetic Medicine and Anti-Aging Clinics of Lafayette, LLC; National Aesthetic Laser Institute Inc; K & H Properties LLC; Bootleg Productions, LLC; and Bootleg Productions 2, LLC, pray that Amy Radle Fasullo be served with citation and a certified copy of the petition and that, after all delays have elapsed and due proceedings are had, there be a judgment rendered herein in favor of Plaintiffs, as follows:

1. In favor of The Aesthetic Medicine & Anti-Aging Clinics of Louisiana, L.L.C.; The Aesthetic Medicine and Anti-Aging Clinics of Lafayette, LLC; National Aesthetic Laser Institute Inc; K & H Properties LLC; Bootleg Productions, LLC; and Bootleg Productions 2, LLC, finding Amy Radle Fasullo liable for conversion and embezzlement, fraud, unfair trade practices, detrimental reliance, breach of fiduciary duty, breach of contract and indemnity, open account, and intentional interference with a contract, and awarding Plaintiffs all stolen funds, damages, costs, and attorneys' fees;
2. For all damages, losses, and all other just, legal, general, and equitable relief.

Respectfully Submitted:

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PLEASE SERVE:

Amy Radle Fasullo
7520 Old Sturbridge Lane
Baton Rouge, LA 70806

THE AESTHETIC MEDICINE & ANTI-AGING CLINICS OF LOUISIANA, L.L.C.; THE AESTHETIC MEDICINE AND ANTI-AGING CLINICS OF LAFAYETTE, LLC; NATIONAL AESTHETIC LASER INSTITUTE INC; K & H PROPERTIES LLC; BOOTLEG PRODUCTIONS, LLC; AND BOOTLEG PRODUCTIONS 2, LLC

VERSUS

AMY RADLE FASULLO

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VERIFICATION

PARISH OF East Baton Rouge

STATE OF LOUISIANA

BEFORE ME, the undersigned Notary, personally came and appeared:

Todd Howell

Who, after being by me duly sworn, did depose and state that he is an owner of and a duly authorized representative of Plaintiffs, The Aesthetic Medicine & Anti-Aging Clinics of Louisiana, L.L.C.; The Aesthetic Medicine and Anti-Aging Clinics of Lafayette, LLC; National Aesthetic Laser Institute Inc; K & H Properties LLC; Bootleg Productions, LLC; and Bootleg Productions 2, LLC; that he has read the above and foregoing Verified Petition for Damages; that all the factual allegations contained therein are true and correct to the best of his knowledge, information, and belief.

[Signature]
APPEARER

SWORN TO AND SUBSCRIBED before me, Notary, this 24 day of February, 2026.

[Signature]
Notary Public

Dana B. Fontenot
Printed Name

60388
Notary/Bar ID No.



My commission expires at death.