Case Number: CACE-18-006371 Division: 03

Filing # 69411348 E-Filed 03/16/2018 09:02:43 PM

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

SEMINOLE TRIBE OF FLORIDA,	CASE NO.:
A federally recognized Indian Tribe	
Under 25 U.S.C. § 476, d/b/a CCC/SG,	CIRCUIT CIVIL DIVISION
d/b/a SEMINOLE CLASSIC CASINO, and	
d/b/a SEMINOLE HARD ROCK HOTEL &	
CASINO-TAMPA	
Plaintiff,	
vs.	
JEFFREY TOLL	
Defendant	

COMPLAINT FOR MONEY DAMAGES

Plaintiff, SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, under 25 U.S.C. § 476, d/b/a CCC/SG, d/b/a SEMINOLE CLASSIC CASINO, and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA, sues Defendant, JEFFREY TOLL, and alleges:

GENERAL ALLEGATIONS

- 1. This is an action for money damages that exceed \$15,000.00.
- 2. Defendant is sui juris.
- 3. Plaintiff is a federally recognized Indian Tribe under 25 U.S.C. § 476.
- Plaintiff is authorized and does conduct business under the fictitious name of CCC/SG.
- Plaintiff is authorized and does conduct business under the fictitious name of SEMINOLE CLASSIC CASINO.
- Plaintiff is authorized and does conduct business under the fictitious name of SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA.
- 7. Venue is proper in Broward County, Florida: (1) As the instruments of debt, which form the basis of this action, were signed and delivered in Broward County and; (2)

 The parties agreed, in Plaintiff's attached Exhibit C, that venue would be in the

county in which the Plaintiff is located, and the Plaintiff is located in Broward County, Florida.

COUNTI

Plaintiff, SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, under 25 U.S.C. & 476, d/b/a CCC/SG, d/b/a SEMINOLE CLASSIC CASINO, and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA, sues Defendant, JEFFREY TOLL, and alleges:

- 8. Plaintiff hereby adopts and re-alleges above allegations numbered 1-7, inclusive.
- 9. On May 24, 2017, May 25, 2017, May 26, 2017, May 29, 2017, June 25, 2017 & June, 26, 2017, JEFFREY TOLL executed written orders for payment to CCC/SG, in the total amount of \$399,990.00. Said written orders, commonly called checks, were then delivered to the Plaintiff by JEFFREY TOLL. Copies of the checks (numbering a total of 10) are hereby attached to and incorporated herein as Plaintiff's Exhibit A. The checks were presented for payment to the drawee bank, but payment, as to all checks, was refused.
- To date, JEFFREY TOLL has repaid \$6,394.11 of the amount claimed as due and owing.
- JEFFREY TOLL owes Plaintiff \$393,595.89 that is due with interest from June 26, 2017, on the checks.
- 12. Plaintiff is obligated to pay Plaintiff's attorney a reasonable fee for the attorney's services.

WHEREFORE Plaintiff demands judgement for damages against JEFFREY TOLL

COUNT II

Plaintiff, SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, under 25 U.S.C. § 476, d/b/a CCC/SG, d/b/a SEMINOLE CLASSIC CASINO, and SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA, sues Defendant, JEFFREY TOLL, and alleges:

- 13. Plaintiff hereby adopts and re-alleges above allegations numbered 1-7, inclusive.
- 14. On May, 24th, 25th, 26th, 29th, 2017, & June 25th, & 26th, 2017, JEFFREY TOLL executed written orders for payment to CCC/SG, in the total amount of 399,990.00: Said written orders, commonly called drafts, were delivered to the Plaintiff by JEFFREY TOLL. Copies of the drafts (numbering a total of 10), are hereby attached to and incorporated herein as Plaintiff's Exhibit A.
- 15. The drafts were presented for payment to the drawee bank, but payment, as to all drafts, was refused.
- To date, JEFFREY TOLL has repaid \$6,394.11 of the amount claimed as due and owing.
- 17. JEFFREY TOLL owes Plaintiff \$393,595.89 that is due with interest from the June 26th, 2017, on the drafts.
- 18. Plaintiff is obligated to pay Plaintiff's attorney a reasonable fee for attorney's services.

WHEREFORE Plaintiff demands judgement for damages against JEFFREY TOLL

COUNT III

Plaintiff, SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, under 25 U.S.C. § 476, d/b/a CCC/SG, d/b/a SEMINOLE CLASSIC CASINO, and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA, sues Defendant, JEFFREY TOLL, and alleges:

- 19. Plaintiff hereby adopts and re-alleges above allegations numbered 1-7, inclusive.
- 20. On May 24th, 25th, 26th, 29, 2017, & June 25th, & 26th, 2017, JEFFREY TOLL executed written orders for payment to CCC/SG, in the total amount of \$399,990.00: Said written orders, commonly called checks, were delivered to the Plaintiff by JEFFREY TOLL. Copies of the checks (numbering a total of 10), are hereby attached to and incorporated herein as Plaintiff's Exhibit A.
- 21. The checks were presented for payment to the drawee bank, but payment, as to all checks, was refused.
- 22. To date, JEFFREY TOLL has repaid \$6,394.11 of the amount claimed as due and owing.

- 23. JEFFREY TOLL owes Plaintiff \$393,595.89 that is due with interest from June 26th, 2017, on the checks.
- 24. Plaintiff provided Defendant formal notice as required by statute, a copy of which is attached hereto and incorporated herein as Plaintiff's Composite Exhibit B.

 Defendant has failed to pay the amount stated in the notice.
- 25. All conditions precedent have been performed.
- 26. Plaintiff has retained undersigned counsel and is obliged to pay its attorney a reasonable fee for legal services. Florida Statutes, Section 68.065 allows Plaintiff to recover a reasonable attorney's fee.
- 27. JEFFREY TOLL expressly acknowledged application of F.S. 68.065 by way of Plaintiff's Exhibit C.

WHEREFORE Plaintiff demands judgment against JEFFREY TOLL for damages, in the amount of \$318,595.89, plus three times the amount of the checks, service charges or five percent of the total check amount, interest, costs and attorney's fees.

COUNT IV

Plaintiff, SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, under 25 U.S.C. § 476, d/b/a CCC/SG, d/b/a SEMINOLE CLASSIC CASINO, and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA, sues Defendant, JEFFREY TOLL, and alleges:

- 28. Plaintiff hereby adopts and re-alleges above allegations numbered 1-7, inclusive.
- 29. Defendant owes Plaintiff \$393,595.89 that is due with interest since June 26th, 2017, for money lent by Plaintiff to JEFFREY TOLL.

WHEREFORE Plaintiff demands judgment for damages against JEFFREY TOLL.

COUNT V

Plaintiff, SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian Tribe, under 25 U.S.C. § 476, d/b/a CCC/SG, d/b/a SEMINOLE CLASSIC CASINO, and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA, sues Defendant, JEFFREY TOLL, and alleges:

- 30. Plaintiff hereby adopts and re-alleges above allegations numbered 1-7, inclusive.
- 31. Pursuant to that certain Credit Request, dated 12-1-16, and subsequently amended by way of Limit Changes, JEFFREY TOLL did request that the Plaintiff extend him credit. The Credit Request is attached hereto and incorporated herein as Plaintiff's Exhibit C.
- 32. Acting in reliance on the promise of payment by JEFFREY TOLL, as set forth in Plaintiff's Exhibit C, Plaintiff did extend credit to JEFFREY TOLL, on May 24th, 25th, 26th, 29, 2017, & June 25th & 26th, 2017, in the total amount of \$399,990.00, as evidenced by Plaintiff's Exhibit A.
- 33. Defendant is legally obligated to act and perform per the terms and conditions of Plaintiff's Exhibit C.
- 34. Pursuant to the terms and conditions of Plaintiff's Exhibit C, JEFFREY TOLL owes Plaintiff \$393,595.89, plus interest from June 26th, 2017, and all attorney's fees and costs incurred by Plaintiff's.

WHEREFORE Plaintiff demands judgment for damages against JEFFREY TOLL.

KOPPEN, WATKINS, PARTNERS & ASSOCIATES, A Professional Association Attorneys for Plaintiff, Seminole Tribe of Florida 900 W. Linton Blvd., Suite 202 Delray Beach, Florida 33444 Telephone: 561-279-9872

Fax: 561-279-9873

E-mail: law@koppwatpa.com

BY:/s/ R. Daniel Koppen, Esq. R. DANIEL KOPPEN, Esq. Fla. Bar No.:230065

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

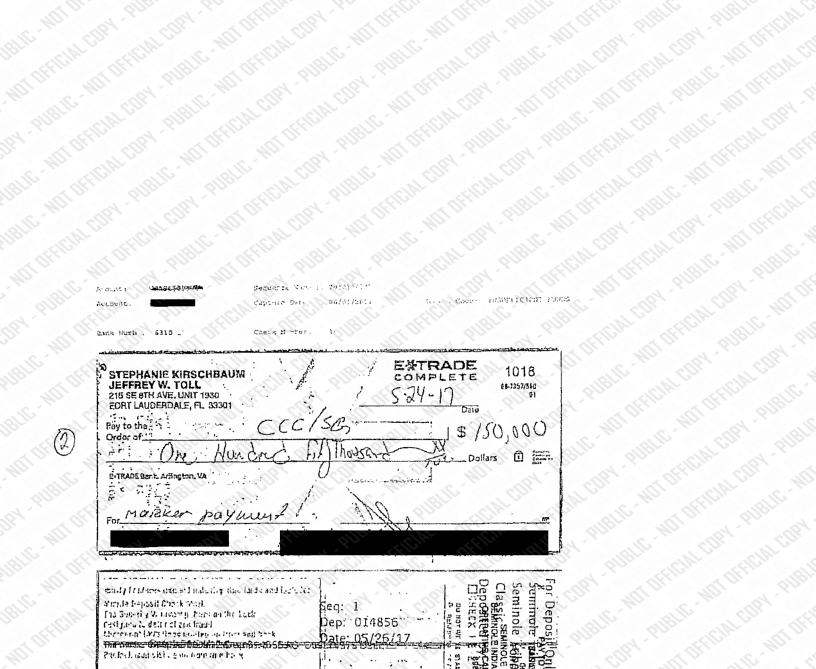
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EXA PG 16 of 10

KOPPEN, WATKINS, PARTNERS & ASSOCIATES

A PROFESSIONAL ASSOCIATION

900 W. LINTON BLVD., SUITE 202 DELRAY BEACH, FLORIDA 33444 PHONE: 561-279-9872

FAX: 561-279-9873 E-mail: law@koppwatpa.com

R. DANIEL KOPPEN ATTORNEY AT LAW

Jeffrey Toll 401 E. Las Olas Blvd. Suite 130-192

Fort Lauderdale, FL 33301-2210 Cert mail no.: 7017-1070-0000-8587-2375

January 13, 2018

RE: STATUTORY NOTICE

Dear Mr. Toll:

You are hereby notified that the below identified checks (copies of which are hereby attached), in the total face amount of \$324,990.00, issued by Jeffrey W. Toll, drawn upon E-TRADE Bank, Arlington, VA., Account No. as to below identified Document Nos.1-2; and Wells Fargo Bank, N.A., Account No. as to below identified Document Nos. 3-7; all seven (7) payable to CCC/SG, have been dishonored:

DOCUMENT	DOC NO	DATE	FACE AMOUNT
SPK 033615	1000	6-26-17	\$25,000.00
SPK 034092	2	5-24-17	\$150,000.00
SMK 095078	3	5-25-17	\$ 14,900.00
SMK 095091	4	5-26-17	\$5,090.00
SMK 10007213	5	6-25-17	\$50,000.00
SMK 10007214	6	6-25-17	\$60,000.00
SMK 10007218	7	6-25-17	\$20,000,00

NOTE: The above seven (7) dishonored documents total \$324,990.00: However, between the inclusive dates of 6-4-17 and 8-5-17 several payments in the total amount of \$\$6,394.11 were received and applied to the principal debt; thus reducing the debt to \$318,595.89. The following 5% service charge was calculated on the principal sum of \$318,595.89.

Pursuant to Florida law, you have 30 days from receipt of this notice to tender payment of the full amount of the checks plus a service charge of \$25, if the face value does not exceed

EXB / 0+8

\$50, \$30 if the face value exceeds \$50 but does not exceed \$300, \$40 if the face value exceeds \$300, or 5 percent of the face amount of the checks, whichever is greater, the total amount due being \$334,525.68. Unless this amount is paid in full within the 30 day period, the holder of the checks or instruments may file a civil action against you for three times the amount of the checks, but in no case less than \$50, in addition to payment of the checks plus court costs, reasonable attorneys' fees, and any bank fees incurred by the payee in taking the action.

Florida State Statute §68.065 is applicable to the above identified instruments, as set forth in the attached Credit Request, dated 12-1-16.

The original and current Creditor, to whom the debt is owed, is SEMINOLE TRIBE OF FLORIDA, A Federally recognized Indian Tribe Under 25 U.S.C § 476, d/b/a CCC/SG and d/b/a SEMINOLE CLASSIC CASINO. The Creditor has retained Debt Collector, HUGHES, MARTINI & ASSOCIATES, LLC, a Florida limited liability company, d/b/a Martini, Hughes & Grossman (hereinafter referred to as MHG); and MHG has retained the undersigned law firm/debt collector, to serve as the attorney for MHG.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collectors.

If you notify the debt collectors in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collectors will obtain verification of the debt or a copy of a judgment against you and copy of such verification or judgment will be mailed to you by the debt collectors.

Upon your written request within the thirty-day period, the debt collectors will provide you with the name and address of the original creditor, if different from the current creditor.

THE ABOVE IDENTIFIED DEBT COLLECTORS ARE ATTEMPTING TO COLLECT A DEBT. ANYTHING YOU SAY AND ANY INFORMATION YOU GIVE TO THE DEBT COLLECTORS WILL BE USED FOR THAT PURPOSE.

KOPPEN, WATKINS, PARTNERS & ASSOCIATES, A Professional Association 900 W. Linton Blvd., Suite 202 Delray Beach, Florida 33444 Telephone: 561-279-9872

Fax: 561-279-9873

E-mail: law@koppwatpa.com

R. DANIEL KOPPEN, Esq.

Fla. Bar No.:230065

KOPPEN, WATKINS, PARTNERS & ASSOCIATES

A PROFESSIONAL ASSOCIATION

900 W. LINTON BLVD., SUITE 202 DELRAY BEACH, FLORIDA 33444

R. DANIEL KOPPEN ATTORNEY AT LAW PHONE: 561-279-9872 FAX: 561-279-9873 E-mail: law@koppwatpa.com

Jeffrey Toll 401 E. Las Olas Blvd. Suite 130-192

Fort Lauderdale, FL 33301-2210 Cert mail no.: 7017-1070-0000-8587-2382

January 13, 2018

RE: STATUTORY NOTICE

Dear Mr. Toll:

You are hereby notified that the below identified checks (copies of which are hereby attached), in the total face amount of \$75,000.00, issued by Jeffrey W. Toll, drawn upon Wells Fargo Bank, N.A., Account No.

DOCUMENT	DATE	FACE AMOUNT
TMK 10181304	5-29-17	\$20,000.00
TMK 211979	5-29-17	\$30,000.00
TMK 212000	5-29-17	\$ 25,000.00

Pursuant to Florida law, you have 30 days from receipt of this notice to tender payment of the full amount of the checks plus a service charge of \$25, if the face value does not exceed \$50, \$30 if the face value exceeds \$50 but does not exceed \$300, \$40 if the face value exceeds \$300, or 5 percent of the face amount of the checks, whichever is greater, the total amount due being \$78,750.00. Unless this amount is paid in full within the 30 day period, the holder of the checks or instruments may file a civil action against you for three times the amount of the checks, but in no case less than \$50, in addition to payment of the checks plus court costs, reasonable attorneys' fees, and any bank fees incurred by the payee in taking the action.

Florida State Statute §68.065 is applicable to the above identified instruments, as set forth in the attached Credit Request, dated 12-1-16.

The original and current Creditor, to whom the debt is owed, is SEMINOLE TRIBE OF FLORIDA, A Federally recognized Indian Tribe Under 25 U.S.C § 476, d/b/a CCC/SG and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA. The Creditor has retained Debt Collector, HUGHES, MARTINI & ASSOCIATES, LLC, a Florida limited liability company, d/b/a Martini,

EXB 3 of 8

Hughes & Grossman (hereinafter referred to as MHG); and MHG has retained the undersigned law firm/debt collector, to serve as the attorney for MHG.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collectors.

If you notify the debt collectors in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collectors will obtain verification of the debt or a copy of a judgment against you and copy of such verification or judgment will be mailed to you by the debt collectors.

Upon your written request within the thirty-day period, the debt collectors will provide you with the name and address of the original creditor, if different from the current creditor.

THE ABOVE IDENTIFIED DEBT COLLECTORS ARE ATTEMPTING TO COLLECT A DEBT. ANYTHING YOU SAY AND ANY INFORMATION YOU GIVE TO THE DEBT COLLECTORS WILL BE USED FOR THAT PURPOSE.

KOPPEN, WATKINS, PARTNERS & ASSOCIATES, A Professional Association 900 W. Linton Blvd., Suite 202 Delray Beach, Florida 33444 Telephone: 561-279-9872

Fax: 561-279-9873

E-mail: law@koppwatpa.com

R. DANIEL KOPPEN, Esq.

Fla. Bar No.:230065

EXB 4 0 + 8

KOPPEN, WATKINS, PARTNERS & ASSOCIATES

A PROFESSIONAL ASSOCIATION

900 W. LINTON BLVD., SUITE 202 DELRAY BEACH, FLORIDA 33444

 R. DANIEL KOPPEN
 PHONE: 561-279-9872

 ATTORNEY AT LAW
 FAX: 561-279-9873

 E-mail: law@koppwatpa.com

Jeffrey Toll 215 S.E. 8th Ave. Unit 1930

January 16, 2018

Unit 1930 Cert mail no.: 7017-1070-0000-8587-2399 Fort Lauderdale, FL 33301-2210

Gill I French

RE: STATUTORY NOTICE

Dear Mr. Toll:

You are hereby notified that the below identified checks (copies of which are hereby attached), in the total face amount of \$324,990.00, issued by Jeffrey W. Toll, drawn upon E-Trade Bank, Arlington, VA, Account No. as to below identified Documents Nos. 1-2; and Wells Fargo Bank, N.A., Account No. as to below identified Documents Nos. 3-7; all seven(7) payable CCC/SG, have been dishonored:

DOCUMENT	DOC NO.	DATE	FACE AMOUNT
SPK 033615	1	6-26-17	\$25,000.00
SPK 034092	2	5-24-17	\$150,000.00
SMK 095078	3	5-25-17	\$ 14,900.00
SMK 095091	4	5-26-17	\$5,090.00
SMK 10007213	5	6-25-17	\$50,000.00
SMK 10007214	6	6-25-17	\$60,000.00
SMK 10007218	7	6-25-17	\$20,000.00

NOTE: The above seven (7) dishonored documents total \$324,900.00: However, between the inclusive dates of 6-4-17 and 8-5-17 several payments in the total amount of \$6,394.11 were received and applied to the principal debt; thus reducing the debt to \$318,595.89. The following 5% service charge was calculated on the principal sum of \$318,595.89.

Pursuant to Florida law, you have 30 days from receipt of this notice to tender payment of the full amount of the checks plus a service charge of \$25, if the face value does not exceed

EXB 5 of 8

\$50, \$30 if the face value exceeds \$50 but does not exceed \$300, \$40 If the face value exceeds \$300, or 5 percent of the face amount of the checks, whichever is greater, the total amount due being \$334,525.68. Unless this amount is paid in full within the 30 day period, the holder of the checks or instruments may file a civil action against you for three times the amount of the checks, but in no case less than \$50, in addition to payment of the checks plus court costs, reasonable attorneys' fees, and any bank fees incurred by the payee in taking the action.

Florida State Statute §68.065 is applicable to the above identified instruments, as set forth in the attached Credit Request, dated 12-1-16.

The original and current Creditor, to whom the debt is owed, is SEMINOLE TRIBE OF FLORIDA, A Federally recognized Indian Tribe Under 25 U.S.C § 476, d/b/a CCC/SG and d/b/a SEMINOLE CLASSIC CASINO. The Creditor has retained Debt Collector, HUGHES, MARTINI & ASSOCIATES, LLC, a Florida limited liability company, d/b/a Martini, Hughes & Grossman (hereinafter referred to as MHG); and MHG has retained the undersigned law firm/debt collector, to serve as the attorney for MHG.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collectors.

If you notify the debt collectors in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collectors will obtain verification of the debt or a copy of a judgment against you and copy of such verification or judgment will be mailed to you by the debt collectors.

Upon your written request within the thirty-day period, the debt collectors will provide you with the name and address of the original creditor, if different from the current creditor.

THE ABOVE IDENTIFIED DEBT COLLECTORS ARE ATTEMPTING TO COLLECT A DEBT. ANYTHING YOU SAY AND ANY INFORMATION YOU GIVE TO THE DEBT COLLECTORS WILL BE USED FOR THAT PURPOSE.

KOPPEN, WATKINS, PARTNERS & ASSOCIATES, A Professional Association 900 W. Linton Blvd., Suite 202 Delray Beach, Florida 33444 Telephone: 561-279-9872

Fax: 561-279-9873

E-mail: law@koppwatpa.com

R. DANIEL KOPPEN, ESq.

Fla. Bar No.:230065

EXB 6 of 8

KOPPEN, WATKINS, PARTNERS & ASSOCIATES

A PROFESSIONAL ASSOCIATION

900 W. LINTON BLVD., SUITE 202 DELRAY BEACH, FLORIDA 33444

R. DANIEL KOPPEN ATTORNEY AT LAW PHONE: 561-279-9872 FAX: 561-279-9873

E-n

E-mail: law@koppwatpa.com

Jeffrey Toll 215 S.E. 8th Ave. Unit 1930

Cert mail no.: 7017-1070-0000-8587-2412

Fort Lauderdale, FL 33301-2210

January 16, 2018

RE: STATUTORY NOTICE

Dear Mr. Toll:

You are hereby notified that the below identified checks (copies of which are hereby attached), in the total face amount of \$75,000.00, issued by Jeffrey W. Toll, drawn upon Wells Fargo Bank, N.A., Account No.

DOCUMENT	DATE	FACE AMOUNT
TMK 10181304	5-29-17	\$20,000.00
TMK 211979	5-29-17	\$30,000.00
TMK 212000	5-29-17	\$25,000.00

Pursuant to Florida law, you have 30 days from receipt of this notice to tender payment of the full amount of the checks plus a service charge of \$25, if the face value does not exceed \$50, \$30 if the face value exceeds \$50 but does not exceed \$300, \$40 if the face value exceeds \$300, or 5 percent of the face amount of the checks, whichever is greater, the total amount due being \$78,750.00. Unless this amount is paid in full within the 30 day period, the holder of the checks or instruments may file a civil action against you for three times the amount of the checks, but in no case less than \$50, in addition to payment of the checks plus court costs, reasonable attorneys' fees, and any bank fees incurred by the payee in taking the action.

Florida State Statute §68.065 is applicable to the above identified instruments, as set forth in the attached Credit Request, dated 12-1-16.

The original and current Creditor, to whom the debt is owed, is SEMINOLE TRIBE OF FLORIDA, A Federally recognized Indian Tribe Under 25 U.S.C § 476, d/b/a CCC/SG and d/b/a SEMINOLE HARD ROCK HOTEL & CASINO-TAMPA. The Creditor has retained Debt Collector, HUGHES, MARTINI & ASSOCIATES, LLC, a Florida limited liability company, d/b/a Martini,

EXB 7 of 8

Hughes & Grossman (hereinafter referred to as MHG); and MHG has retained the undersigned law firm/debt collector, to serve as the attorney for MHG.

Unless you, within thirty days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collectors.

If you notify the debt collectors in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collectors will obtain verification of the debt or a copy of a judgment against you and copy of such verification or judgment will be mailed to you by the debt collectors.

Upon your written request within the thirty-day period, the debt collectors will provide you with the name and address of the original creditor, if different from the current creditor.

THE ABOVE IDENTIFIED DEBT COLLECTORS ARE ATTEMPTING TO COLLECT A DEBT. ANYTHING YOU SAY AND ANY INFORMATION YOU GIVE TO THE DEBT COLLECTORS WILL BE USED FOR THAT PURPOSE.

KOPPEN, WATKINS, PARTNERS & ASSOCIATES, A Professional Association 900 W. Linton Blvd., Suite 202 Delray Beach, Florida 33444 Telephone: 561-279-9872

Fax: 561-279-9873

E-mail: law@koppwatpa.com

R. DANIEL KOPPEN, Esq. Fla. Bar No.:230065

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