

**IN THE DISTRICT COURT OF APPEAL  
THIRD DISTRICT OF FLORIDA**

WILLIAMS IP HOLDINGS LLC  
and DORILTON CAPITAL  
MANAGEMENT, LLC

Appellants

CASE NO.: 3D2023-2180

vs.

CLAUDIA SCHWARZ, individually,  
STILUS, LLC, and THE DOWNS  
LAW GROUP, P.A.

Appellees

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**APPELLEES' RESPONSE IN OPPOSITION TO THE APPELLANTS' MOTION TO  
STAY PENDING APPEAL**

COMES NOW, Appellees, Stilus, LLC, Claudia Schwarz, and Downs Law Group, P.A., jointly, and hereby files their Response in Opposition to the Appellants' Motion to Stay Pending Appeal Related Appeal and in support would state as follows:

1. This is a case involving claims of a breach of a lead marketing agency agreement, defamation, and misappropriation of likeness.
2. In addition, on December 23, 2023, the Plaintiffs' filed a Motion for Leave to Amend the Pleadings to add a claims for Tortious Interference of a Contractual Relationship against a new Defendant, Peter de Putron, as well as a claim seeking declaratory relief regarding the enforcement of a contract between Appellees Schwarz and a third party, Alcority Services Limited.
3. Prior thereto, on November 16, 2023 the trial court denied the Appellants' Motion to Dismiss in its entirety. The Appellants sought to dismiss the claims based on venue

- and issues related to comity. The trial court’s basis for denial as to the venue motion was that there was a clear and unequivocal forum selection clause requiring all suits to be brought in Florida in relation to the lead agency agreement contract, the only agreement at issue in the case. As to the issue of comity, the trial court denied the motion by finding that the two matters were not sufficiently similar, i.e. different claims, different parties, and different issues involved in the cases, which would necessitate the lawsuit filed in Miami-Dade County, Florida to proceed.
4. On December 7, 2023 the Appellants filed a Notice of Appeal of the trial court’s non-final order as to the issue of venue. The Appellants Williams IP Holdings, LLC (“Williams”) and Dorilton Capital Management (“Dorilton”) are seeking dismissal of all claims filed against them by Appellees Stilus, LLC and Schwarz, individually, claiming that a different contract and New York forum selection clause therein should govern.<sup>1</sup>
  5. Additionally, on December 7, 2023 the Appellants filed a Motion to Stay the Proceedings Pending Appeal with the trial court. In this Motion the Appellants made almost the identical arguments that they are now making for a second time as to the Motion for Stay filed herein.
  6. On December 8, 2023 the trial court denied the Appellants’ Motion to Stay Pending Appeal. The trial court found that the Appellants do “not have a substantial likelihood of success on appeal.” (See attached)

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<sup>1</sup> On December 19, 2023 the Appellants additionally filed a separate action in this Court seeking a Writ of Certiorari based upon the issue of comity. In the Writ of Certiorari Appellants claim that due to the similarities of a New York case and the Miami-Dade County, Florida, case, and that the New York case was filed first, the court should quash the order denying the Motion to Dismiss.

7. Now, having lost their Motion to Stay pending appeal in the trial court, the Appellants have re-filed the same motion in this Court seeking the same relief. While the Appellants have framed the Motion to Stay as a new motion, it is essentially and “appeal” of the trial court’s denial of their earlier filed almost identical motion to stay pending appeal in the trial court.
8. As more fully set forth below, as the underlying case involves two additional defendants and additional claims that would proceed forward in Miami-Dade County, Florida regardless of the outcome of either Appeal, this Court should not stay the underlying case in its entirety. In addition, this Court should not enter a stay for any of the claims filed by the Appellants, because as found by the trial court, the Appellants are unlikely to prevail based on a clear Florida forum selection clause. Finally, there will be no prejudice suffered by the Appellants if the case continues in the trial court as discovery will need to proceed regardless of which court the case is filed, i.e. Florida or a New York court.

**I. The Court should deny the stay as to Counts VIII, X, XI, XII, and the pending Motion to Amend as such claims and Defendants therein are not the subject of either appeal.**

The Appellees have filed claims against Appellants Williams and Dorilton in Counts I – VII, IX. However Counts VIII, X, XI, and XII involves a claim by the Appellees and the Downs Law Group, P.A., a separate Plaintiff, against an unrelated Defendant, Business F1 Magazine. In addition, there is pending Motion to Amend the Complaint to add an additional Count, Count X, against Peter de Putron, for Tortious Interference with a contractual relationship.

These claims were not the subject of the Motion to Dismiss, are not the subject of the pending appeal, and are not the subject of Writ of Certiorari. As a result, regardless of the

outcome of any either the appeal or the Writ of Certiorari, these claims will continue to remain in pending in Miami-Dade County, Florida where they will be pursued by the Appellees and the Downs Law Group, P.A. There is thus no logical reason to stay all discovery and matters related to these claims, when the appellate proceedings have no effect on them.

Moreover, this Defendant Business F1 Magazine is an entity located in the country of the United Kingdom. Since, September 12, 2023 the Appellees have been engaged in efforts to serve this Defendant through the requirements of the Hague Convention. (See attached customs declaration) As this Court may be aware, service of process of a foreign Defendant particularly through the Hague Convention, can take over eight (8) months or longer to complete. The Plaintiff has been waiting for the Central Authority in the United Kingdom government to effectuate service of process on this Defendant. If this court stays the entire case, including claims against Defendants that have nothing to do with issues on appeal, the Appellees and the Downs Law Group, P.A. will be severely prejudiced in regards to serving this Defendant. Such a stay could interfere with the United Kingdom's ability to serve the Defendant and/or cause a significant administrative delay there once the stay is lifted. Business F1 Magazine is not a party to the New York proceedings as described by the Appellants in their brief nor are there any claims filed there against it. As a result, to avoid interfering with a foreign service process that has been pending since September, 2023, well before the Motion to Dismiss as to the other claims was decided, the Motion to Stay as Counts VII, X, XI, and potentially XII should be denied.

Similarly, Count XII is a claim against foreign Defendant Peter de Putron. Upon amending the complaint to add this claim, whereby amendment of the pleadings is freely given, the Appellees will likewise need to serve Mr. de Putron in Jersey, United Kingdom through a

time consuming foreign service of process. The outcome of either appeal would have no effect on whether the claims against Mr. de Putron would proceed. Mr. de Putron is not a party to the New York proceedings as described by the Appellants in their brief nor are there any claims filed there against him. He is similarly not a signatory or party to any of the contracts at issue in this case. As such, to avoid unnecessary delay and permit the Appellees to engage in the service of process of the Amended Complaint of Mr. de Putron, the stay should similarly not be applied to the pending Motion to Amend and the claims related to Count XII.

For all of the reasons, at a very minimum, the Court should deny the stay as to Counts VIII, X, XI, XII, and the pending Motion to Amend and permit such claims to proceed forward notwithstanding the pending appeals as the remaining counts.

**II. This court should deny the motion to stay in its entirety as the Appellants are unlikely to prevail on the merits.**

As found by the trial court upon denying the Appellants' Motion to Stay Pending Appeal, the Appellants are unlikely to prevail on the merits of their claims. The Appellee Stilus has alleged a "breach of Quote 1299" only as to Williams. This is the lead agency agreement that covers the entire relationship between the parties. The agreement itself states that it is a continuation from the previous lead agency agreement, i.e. Proposal 1010.

Quote 1299 has a mandatory Florida forum selection clause. Thus, Stilus properly filed its claims in Florida as to that contract. And, even if it is permissive, it is undisputed that Florida is at least one place where venue is proper. If venue is proper in the State of Florida, the court correctly did not disturb it. *Rocco v. Glenn, Rasmussen, Fogarty & Hooker, P.A.*, 32 So. 3d 111 (Fla. 2<sup>nd</sup> DCA 2009)("Our analysis of the venue question begins with the principle that the plaintiff's choice of venue should be accepted unless the defendant shows that the choice is

improper.”); *Ivey v. Padgett*, 502 So.2d 22, 23 (Fla. 5th DCA 1986) (“The plaintiffs' choice of venue is favored under Florida law if the election is one which has been properly exercised.”)

Similarly, the tortious actions involving defamation and tortious interference all took place in and/or were directed toward the state of Florida. Thus, the defamation claims have also been properly filed in Florida. Finally, the Downs Law Group, P.A., a Florida law firm located in Miami-Dade County, Florida, has claims of misappropriation for actions that took place in Florida. As venue is proper in Miami-Dade County, Florida, the trial court correctly denied the motion to dismiss and the Appellants are thus unlikely to prevail on the merits of their Appeal and reverse the trial court’s decision.

The Appellants claim that they are likely to prevail on appeal such that the trial court was wrong not to consider a different agreement, the PR Consulting Agreement between Stilus and Williams, with what they claim to include a mandatory New York forum selection clause. They further argue that the “lead” agency agreement is an addendum to this agreement and that because the PR agreement has a mandatory New York forum selection clause the court must disregard the Florida forum selection clause. Finally, they argue that the Appellees admitted in a pleading in the New York action that these two contracts were the same.

However, as the trial court correctly found, none of these arguments or even the facts supporting them are correct. First, the plain language of the lead agency agreement and the PR Agreement demonstrate that they are not one in the same. They do not reference each other, the term of each contract is different<sup>2</sup>, the obligations in each contract are different, etc. The trial court correctly recognized that these agreements are not a single agreement but rather separate

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<sup>2</sup> Quote 1299, the lead agency agreement, had a three year term while the PR Agreement has a one year term.

agreements with separate terms. The plain language of both of these agreements demonstrate that the trial court's analysis was correct.

Second, in order for the Appellants' arguments to prevail, the court would have to re-write the definition section of what a "proposal" is<sup>3</sup>, negate the three year term of Quote 1299 v. the one year term of the PR agreement, and most importantly, have this court find that the Florida forum selection clause could *never* be enforced because it would always be overridden by the New York forum selection clause, which would be contrary to Florida law.<sup>4</sup> As such interpretation of the lead agency agreement would be improper, the trial court properly enforced the Florida forum selection clause.

Third, the Appellants have misconstrued the pleadings in the New York action. At no time did the Appellees ever "admit" that the contracts are one in the same. They have instead taken an admission that 1299 was a "proposal" (which is correct as it was prior to execution) and improperly extended the admission to a "proposal as defined by the PR Agreement" which the paragraph in the Complaint does not state. In addition, the Appellants have failed to advise the court that in the same pleading, the Appellees clearly plead an affirmative defense that the agreements were separate. Finally, the Appellees have failed to advise the court that the Appellee Schwarz filed an affidavit in the New York action previously which clearly states that

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<sup>3</sup> We will not "rewrite a contract or interfere with the freedom of contract or substitute [our] judgment for that of the parties ... in order to relieve one of the parties from the apparent hardship of an improvident bargain." *Gibney v. Pillifant*, 32 So. 3d 784, 785–86 (Fla. 2<sup>nd</sup> DCA 2010); *Beach Resort Hotel Corp. v. Wieder*, 79 So.2d 659, 663 (Fla.1955)

<sup>4</sup> "Courts cannot disregard agreed-upon, contractual provisions between parties. To do so would be to strike the post-loss obligations from the contract by way of judicial fiat and the bargained-for contractual terms would be rendered surplusage." *Shivdasani v. Universal Prop. & Cas. Ins. Co.*, 306 So. 3d 1156, 1160 (Fla. 3d DCA 2020) (quoting *U.S. Fid. & Guar. Co. v. Romay*, 744 So. 2d 467, 471 (Fla. 3d DCA 1999)).

contracts are different. The trial court reviewed the agreements, considered these facts, and found that the contracts were separate agreements. As such, a stay based on the likelihood of success of the Appellants would be improper.

As the only basis for venue being improper in Florida is a forum selection clause in an agreement which the trial court found was separate and distinct upon analyzing the same, a there is a clear Florida forum selection clause in the only agreement that the Appellant Stilus is seeking to enforce in this action, a stay should not be granted based on the Appellants' likelihood of success.

**III. This court should deny the motion to stay as the same motion was previously denied by the trial court**

Shortly after the Appellants lost the Motion to Dismiss, they filed their Notice of Appeal and further filed in the trial court a Motion to Stay the Proceedings pending appeal. They made the same arguments in that case as they are making herein. The trial court denied the Motion to Stay pending setting forth in its order that the Appellants "were unlikely to prevail on Appeal." The Appellants have now essentially filed the same motion seeking a different court to rule on the issues.

The Appellants are essentially forum shopping whereby they were unhappy with the trial court's ruling on the Motion to Stay and have now brought the same motion in a different court seeking a different result. Just as the trial court did, this Court should similarly deny the Appellants' Motion to Stay.

**IV. The Appellants will suffer no prejudice if the Court denies the stay.**

As stated above, there are various claims pending against additional Defendants Business F1 Magazine and Peter de Putron and/or such claim are pending as part of a Motion to Amend the Complaint. These claims will continue in the trial court regardless of the result of the appeal or the Writ of Certiorari as they were not addressed and unrelated to the issues raised in the Motion to Dismiss. As a result, the Appellants will suffer no prejudice if the stay is denied as to Counts VIII, X, XII, and XII (pending the trial court's adjudication of the Motion to Amend.

In addition, as to the remaining claims against the Appellants, there is similarly no prejudice suffered by the Appellants if the claims continue pending the appeal. Discovery will begin as to these claims. The same discovery will be needed whether the claims are adjudicated in Miami-Dade County, Florida where they currently are or in the trial court in the State of New York where the Appellants seek to have the claims adjudicated.

The Appellees, however, will suffer significant prejudice if a stay is entered. As stated above, the Appellees have been engaging in the process of serving Defendant Business F1 Magazine through the Hague Convention since September, 2023. The Central Authority of the United Kingdom currently has the complaint and service is pending. Similarly, the Appellee will need to serve Peter de Putron in Jersey, United Kingdom as well, pending adjudication of the Motion to Dismiss. This will take a similar amount of time. The Appellees will be prejudiced such that a stay by this Court could interfere with the ability of United Kingdom government to complete service. In addition, significant time would be lost if the process to serve Mr. de Putron could not even start until the appeals are finished, neither of which would have an effect on the claims against him.

As there would no prejudice to the Appellants but yet the Appellees would in fact be prejudiced by a stay, the Motion should be denied accordingly.

WHEREFORE, the Appellees' would respectfully request that the Court deny the Motion to Stay in its entirety or at a minimum deny the stay as the adjudication in the trial court of Counts VIII, X, XI, and XII, as well as deny a stay as to the Motion to Amend the Complaint and for any additional relief this Court deems just and proper.

Respectfully submitted,

/s/ Jeremy D. Friedman

**The Downs Law Group, P.A.**

3250 Mary Street, Suite 307

Coconut Grove, FL 33133

Tel: (305) 444-8226

Facsimile: (305) 444-6773

Jeremy D. Friedman, Esq.

Florida Bar # 134643

[jfriedman@downslawgroup.com](mailto:jfriedman@downslawgroup.com)

*Attorneys for Appellees*

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on the 10<sup>th</sup> day of January, 2024, the foregoing was electronically filed with the Florida Courts E-Filing Portal, which will serve it via electronic mail to all counsel of record.

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2023-020769-CA-01

SECTION: CA21

JUDGE: David C. Miller

**Claudia Schwarz et al**

Plaintiff(s)

vs.

**Williams IP Holdings LLC et al**

Defendant(s)

**ORDER DENYING DEFENDANTS WILLIAMS IP HOLDINGS LLC AND DORILTON  
CAPITAL MANAGEMENT LLC'S MOTION TO STAY PROCEEDING PENDING  
APPEAL**

DEFENDANTS WILLIAMS IP HOLDINGS LLC AND DORILTON CAPITAL  
MANAGEMENT LLC'S MOTION TO STAY PROCEEDING PENDING APPEAL (filed  
12/7/23) is Denied as the Court finds appellant does not have a substantial likelihood of success on  
appeal.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 8th day of December,  
2023.

  
2023-020769-CA-01 12-08-2023 3:49 PM

2023-020769-CA-01 12-08-2023 3:49 PM

Hon. David C. Miller

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

Ben Keime, bkeime@cozen.com  
Jeremy D. Friedman, jfriedman@downslawgroup.com  
Jeremy D. Friedman, fzafe@downslawgroup.com  
Jeremy D. Friedman, phankin@downslawgroup.com  
Nestor Bustamante, NBustamante@cozen.com  
Nestor C. Bustamante IV, nbustamante@cozen.com  
Nestor C. Bustamante IV, lkrtausch@cozen.com  
Ralf R Rodriguez, Ralfrodriguez@cozen.com  
Ralf R Rodriguez, NBustamante@cozen.com  
Ralf R Rodriguez, ssanabria@cozen.com

**Physically Served:**

# REQUEST FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS

DEMANDE AUX FINS DE SIGNIFICATION OU DE NOTIFICATION À L'ÉTRANGER  
D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

**Convention on the Service Abroad of Judicial and Extrajudicial Documents in  
Civil or Commercial Matters, signed at The Hague, the 15th of November 1965.**  
Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en  
matière civile ou commerciale, signée à La Haye le 15 novembre 1965.

<b>Identity and address of the applicant</b> Identité et adresse du requérant Jeremy D. Friedman 3250 Mary Street Suite 307, Miami FL 33133	<b>Address of receiving authority</b> Adresse de l'autorité destinataire Room E16 Royal Courts of Justice Strand LONDON WC2A 2LL
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**The undersigned applicant has the honour to transmit – in duplicate – the documents listed below and, in conformity with Article 5 of the above-mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e.:**

Le requérant soussigné a l'honneur de faire parvenir – en double exemplaire – à l'autorité destinataire les documents ci-dessous énumérés, en la priant, conformément à l'article 5 de la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, à savoir :

<b>(identity and address)</b> (identité et adresse) Business F1 Magazine, Ltd Billing Wharf Station Road Cogenhoe, Northampton, United Kingdom, NN7 1NH
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<input checked="" type="checkbox"/>	<b>a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention*</b> selon les formes légales (article 5, alinéa premier, lettre a))*
<input type="checkbox"/>	<b>b) in accordance with the following particular method (sub-paragraph b) of the first paragraph of Article 5)*:</b> selon la forme particulière suivante (article 5, alinéa premier, lettre b)* :
<input type="checkbox"/>	<b>c) by delivery to the addressee, if he accepts it voluntarily (second paragraph of Article 5)*</b> le cas échéant, par remise simple (article 5, alinéa 2)*

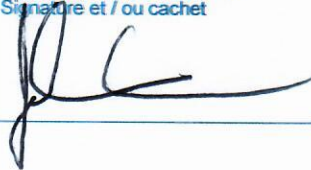
**The authority is requested to return or to have returned to the applicant a copy of the documents - and of the annexes\* - with the attached certificate.**

Cette autorité est priée de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte - et de ses annexes\* - avec l'attestation ci-jointe.

**List of documents / Énumération des pièces**

Summons and Complaint.
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\* if appropriate / s'il y a lieu

<b>Done at / Fait à</b> St. John's County, FL <b>The / le</b>	<b>Signature and/or stamp</b> Signature et / ou cachet 
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# CERTIFICATE

## ATTESTATION

The undersigned authority has the honour to certify, in conformity with Article 6 of the Convention,  
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention,

**1. that the document has been served\***  
que la demande a été exécutée\*

<b>– the (date) / le (date):</b>	
<b>– at (place, street, number):</b> à (localité, rue, numéro) :	

<b>– in one of the following methods authorised by Article 5:</b> dans une des formes suivantes prévues à l'article 5 :	
<input type="checkbox"/>	a) <b>in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention*</b> selon les formes légales (article 5, alinéa premier, lettre a))*
<input type="checkbox"/>	b) <b>in accordance with the following particular method*:</b> selon la forme particulière suivante* :
<input type="checkbox"/>	c) <b>by delivery to the addressee, if he accepts it voluntarily*</b> par remise simple*

**The documents referred to in the request have been delivered to:**

Les documents mentionnés dans la demande ont été remis à :

<b>Identity and description of person:</b> Identité et qualité de la personne :	
<b>Relationship to the addressee (family, business or other):</b> Liens de parenté, de subordination ou autres, avec le destinataire de l'acte :	

**2. that the document has not been served, by reason of the following facts\*:**  
que la demande n'a pas été exécutée, en raison des faits suivants\*:

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**In conformity with the second paragraph of Article 12 of the Convention, the applicant is requested to pay or reimburse the expenses detailed in the attached statement\*.**  
Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au mémoire ci-joint\*.

**Annexes / Annexes**

<b>Documents returned:</b> Pièces renvoyées :	
<b>In appropriate cases, documents establishing the service:</b> Le cas échéant, les documents justificatifs de l'exécution : * if appropriate / s'il y a lieu	
<b>Done at / Fait à</b>  <b>The / le</b>	<b>Signature and/or stamp</b> Signature et / ou cachet

# WARNING

## AVERTISSEMENT

### Identity and address of the addressee

Identité et adresse du destinataire

Business F1 Magazine, Ltd  
Billing Wharf Station Road  
Cogenhoe, Northampton,  
United Kingdom, NN7 1NH

### IMPORTANT

**THE ENCLOSED DOCUMENT IS OF A LEGAL NATURE AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS. THE 'SUMMARY OF THE DOCUMENT TO BE SERVED' WILL GIVE YOU SOME INFORMATION ABOUT ITS NATURE AND PURPOSE. YOU SHOULD HOWEVER READ THE DOCUMENT ITSELF CAREFULLY. IT MAY BE NECESSARY TO SEEK LEGAL ADVICE.**

**IF YOUR FINANCIAL RESOURCES ARE INSUFFICIENT YOU SHOULD SEEK INFORMATION ON THE POSSIBILITY OF OBTAINING LEGAL AID OR ADVICE EITHER IN THE COUNTRY WHERE YOU LIVE OR IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED.**

**ENQUIRIES ABOUT THE AVAILABILITY OF LEGAL AID OR ADVICE IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED MAY BE DIRECTED TO:**

### TRÈS IMPORTANT

LE DOCUMENT CI-JOINT EST DE NATURE JURIDIQUE ET PEUT AFFECTER VOS DROITS ET OBLIGATIONS. LES « ÉLÉMENTS ESSENTIELS DE L'ACTE » VOUS DONNENT QUELQUES INFORMATIONS SUR SA NATURE ET SON OBJET. IL EST TOUTEFOIS INDISPENSABLE DE LIRE ATTENTIVEMENT LE TEXTE MÊME DU DOCUMENT. IL PEUT ÊTRE NÉCESSAIRE DE DEMANDER UN AVIS JURIDIQUE.

SI VOS RESSOURCES SONT INSUFFISANTES, RENSEIGNEZ-VOUS SUR LA POSSIBILITÉ D'OBTENIR L'ASSISTANCE JUDICIAIRE ET LA CONSULTATION JURIDIQUE, SOIT DANS VOTRE PAYS, SOIT DANS LE PAYS D'ORIGINE DU DOCUMENT.

LES DEMANDES DE RENSEIGNEMENTS SUR LES POSSIBILITÉS D'OBTENIR L'ASSISTANCE JUDICIAIRE OU LA CONSULTATION JURIDIQUE DANS LE PAYS D'ORIGINE DU DOCUMENT PEUVENT ÊTRE ADRESSÉES À :

**It is recommended that the standard terms in the notice be written in English and French and where appropriate also in the official language, or in one of the official languages of the State in which the document originated. The blanks could be completed either in the language of the State to which the document is to be sent, or in English or French.**

Il est recommandé que les mentions imprimées dans cette note soient rédigées en langue française et en langue anglaise et le cas échéant, en outre, dans la langue ou l'une des langues officielles de l'État d'origine de l'acte. Les blancs pourraient être remplis, soit dans la langue de l'État où le document doit être adressé, soit en langue française, soit en langue anglaise.

# SUMMARY OF THE DOCUMENT TO BE SERVED

## ÉLÉMENTS ESSENTIELS DE L'ACTE

### Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, signed at The Hague, the 15th of November 1965 (Article 5, fourth paragraph).

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye le 15 novembre 1965 (article 5, alinéa 4).

<b>Name and address of the requesting authority:</b> Nom et adresse de l'autorité requérante :	The Downs Law Group P.A. Jeremy D. Friedman, Esq. 3250 Mary Street Suite 307 Coconut Grove, FL 33133
---------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------

<b>Particulars of the parties*:</b> Identité des parties* :	Plaintiff, Claudia Schwartz and Defendant, Dorilton Capital Management LLC et at.
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\* If appropriate, identity and address of the person interested in the transmission of the document  
 S'il y a lieu, identité et adresse de la personne intéressée à la transmission de l'acte

**JUDICIAL DOCUMENT\*\***  
 ACTE JUDICIAIRE\*\*


<b>Nature and purpose of the document:</b> Nature et objet de l'acte :	Summons and Complaint for service of process.
<b>Nature and purpose of the proceedings and, when appropriate, the amount in dispute:</b> Nature et objet de l'instance, le cas échéant, le montant du litige :	Service of process in a breach on contract matter pending in Miami-Dade County, FL.
<b>Date and Place for entering appearance**:</b> Date et lieu de la comparution** :	
<b>Court which has given judgment**:</b> Jurisdiction qui a rendu la décision** :	
<b>Date of judgment**:</b> Date de la décision** :	
<b>Time limits stated in the document**:</b> Indication des délais figurant dans l'acte** :	

\*\* if appropriate / s'il y a lieu

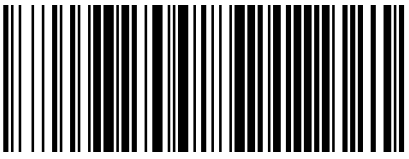
**EXTRAJUDICIAL DOCUMENT\*\***  
 ACTE EXTRAJUDICIAIRE\*\*

<b>Nature and purpose of the document:</b> Nature et objet de l'acte :	
<b>Time-limits stated in the document**:</b> Indication des délais figurant dans l'acte** :	

\*\* if appropriate / s'il y a lieu

<b>F R O M</b>	3054448226 MID: 899581	<b>CP72 - CUSTOMS DECLARATION</b>		<b>P</b>	US POSTAGE PAID IMI			
	The Downs Law Group PA Jeremy D. Friedman, Esq. 3250 Mary St Ste 307 Coconut Grove, FL 33133-5232 US	Origin Post: <b>US POSTAL SERVICE</b>	Date of Mailing: <b>09/12/2023</b>		09/12/2023 From 33133 0 lbs 1 ozs		<b>Pitney Bowes ComPlsPrice</b>	028W0002310075
		Importer's reference:						
		Importer's contact:						2000289443

Detailed description of contents	Qty	Net Weight (lbs/oz)		Value (US\$)	HS Tariff Number	Origin Country	Insured Value: \$
Letter	1	0	1	100.00	0000000	US	SDR Value: \$
							Insured Fee: \$
							Postal charges/ Fees: \$
Category of items: Documents	TOTAL	0	1	100.00	I certify the particulars given in this customs declaration are correct. This form does not contain any undeclared dangerous articles, or articles prohibited by legislation or by postal or customs regulations. I have met all applicable export filing requirements under federal law and regulations.		
Exporter's reference:	Exporter's contact: fzafe@downslawgroup.com	Total Dimensions: L: W: H:		Sender's Signature and Date:			
AES/ITN/Exemptions: NOEEI30.37A	Invoice/License/Certificate No(s)			Return to Sender Instructions in case of nondelivery: <b>Return to Sender</b>			

<p><b>T O</b> For the attention of the Foreign Process Section Room E16 Royal Courts of Justice Strand WC2A 2LL London <b>UNITED KINGDOM</b></p>	 <b>CE 458 583 093 US</b>
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