

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA

J.N., a minor by and through his Natural Parent,
EBONY LAWSON,

CASE NO.:

Plaintiffs,

vs.

THE MCDOUGLE FAMILY FOUNDATION,
INC., a Florida Non-Profit Corporation, and the
CITY OF DEERFIELD BEACH, a Florida
Municipal Corporation, and DARRON
LASHAWN BOSTIC, individually,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, J.N., a minor, by through his parent and natural guardian, EBONY LAWSON, hereby sues the Defendants, THE MCDOUGLE FAMILY FOUNDATION, INC. (hereinafter referred to as "MCDOUGLE"), a Florida Non-Profit Corporation, CITY OF DEERFIELD BEACH (hereinafter referred to as "DEERFIELD BEACH"), a Florida Municipal Corporation, and DARRON LASHAWN BOSTIC (hereinafter referred to as "MR. BOSTIC"), individually, and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00) and this Court has jurisdiction pursuant to Florida Constitution, Article V, Section 5(b), and Florida Statute §26.012 (1987).
2. Venue is proper in Broward County, Florida as all acts giving rise to the causes of action alleged here in accrued in Broward County, Florida, and the City of Deerfield Beach is located within Broward County, Florida.

3. At all times material hereto, Plaintiff, EBONY LAWSON, was and is the mother of J.N., a minor born on January 12, 2001, and EBONY LAWSON and J.N. were and are citizens of the State of Florida and residents of Broward County, Florida.
4. At all times material hereto, Defendant, MCDOULGE, was and is a Florida Non-Profit Corporation, duly licensed and authorized to conduct business in the State of Florida, with its principle place of business located at 11555 Heron Bay Boulevard, Suite 200, Coral Springs, Florida 33076, and was in fact conducting business in Broward County, Florida, and is otherwise *sui juris*.
5. At all times material hereto, Defendant, DEERFIELD BEACH, was and is a municipality within Broward County, Florida, and owned, operated, managed, supervised, and/or coached the Deerfield Beach Bison youth football program.
6. At all times material hereto, Defendant, MR. BOSTIC, was and is a resident of Deerfield Beach, Broward County, Florida, and is otherwise *sui juris*.
7. At all times material hereto, Defendant, MCDOUGLE, was in the business of coaching, managing, supervising, controlling and/or operating a youth football program in Deerfield Beach, Broward County, Florida, known as the Deerfield Beach Bison youth football program, and was appointed to do so by Defendant, DEERFIELD BEACH.
8. Upon information and belief, Defendant, MCDOUGLE, had a contractual agreement with Defendant, DEERFIELD BEACH, to coach, manage, supervise, control, and/or operate The Deerfield Beach Bison youth football program. Plaintiffs are not in possession of the alleged contractual agreement, but believe it to exist and expect its production during discovery.
9. At all times material hereto, the minor child, J.N., was a participant and player of the Deerfield Beach Bison youth football program.
10. At all times material hereto, Defendant, MR. BOSTIC, was an agent, employee, and/or representative of MCDOUGLE, hired to be a football coach for the Deerfield Beach Bison youth

football program, with the knowledge and consent of, and under the direction and control of, Defendants, MCDOUGLE and DEERFIELD BEACH.

11. That shortly before September 24, 2016, Defendant, MR. BOSTIC, in furtherance of his agency, employment, and/or representation of MCDOUGLE and DEERFIELD BEACH, gave the minor child, J.N., magnesium citrate, and instructed him to, among other things, drink copious amounts of the magnesium citrate, in order for him to lose weight rapidly so that he could qualify to play in a specific weight category with the Deerfield Beach Bison youth football program.
12. As a result of the improper acts and instruction of Defendant, MR. BOSTIC, the minor child, J.N., became severely dehydrated, sustained kidney damage, and was hospitalized.
13. The Plaintiff herein has complied with all conditions precedent to the filing of this lawsuit, pursuant to Section 768.28 of the Florida Statutes (*See attached Composite Exhibit "A"*).

COUNT I – NEGLIGENCE AS TO THE MCDOUGLE FAMILY FOUNDATION, INC.

Plaintiff realleges and reavers paragraphs 1 through 13 as though fully set forth herein, and further states:

14. At all times material hereto, Defendant, MCDOULGE, coached, managed, supervised, controlled, and/or operated the Deerfield Beach Bison youth football program, and the minor child, J.N., was an active participating player of said program on and prior to September 24, 2016.
15. At all times material hereto, Defendant, MCDOUGLE, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation with Defendant, DEERFIELD BEACH, owed a duty to its youth football players that were in their care, custody and control, including the minor child, J.N., to exercise reasonable care in supervising the youth football program, so as to ensure and protect the participants' health, safety, and well-being, and to protect the participants from reasonably foreseeable harm.

16. That Defendant, MCDOUGLE, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation with Defendant, DEERFIELD BEACH, knew or should have known that giving its participants, including the minor child, J.N., copious amounts magnesium citrate and instructing them to drink said substance, would cause them to be susceptible and/or disposed to serious injuries.

17. That Defendant, MCDOUGLE, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation with Defendant, DEERFIELD BEACH, knew or should have known that its agent, MR. BOSTIC, gave the minor child, J.N., magnesium citrate, and instructed him to, among other things, drink copious amounts of the magnesium citrate, in order for him to lose weight rapidly so that he could qualify to play in a specific weight category with the Deerfield Beach Bison youth football program.

18. That Defendant, MCDOUGLE, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation with Defendant, DEERFIELD BEACH, breached its duty of care to ensure and protect the health, safety, and well-being of the participants of the Deerfield Beach Bison youth football program in their care, custody and control, specifically the minor child, J.N., in one or more of the following ways:

- a. By negligently allowing/authorizing Defendant, MR. BOSTIC, to instruct J.N. to lose weight in order to qualify to play in a specific weight category, and to give J.N. magnesium citrate as a way of losing weight,
- b. By negligently failing to adequately instruct Defendant, MR. BOSTIC, on how to properly manage and coach in this youth football program,
- c. By negligently failing to adequately supervise Defendant, MR. BOSTIC, and/or

d. By negligently hiring Defendant, MR. BOSTIC, who Defendant, MCDOUGLE, knew or should have known was known to place bets on the outcome of games played in this youth football program.

19. That as a direct and proximate result of the negligence of Defendant, MCDOUGLE, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation, Plaintiff, J.N., was injured in and about his body and/or aggravated a pre-existing condition or injury, suffered pain therefrom, incurred medical and related expenses in the treatment of his injuries, suffered physical handicap, suffered scaring and disfigurement, suffered psychological and emotional injuries, sustained permanent injuries within a reasonable degree of medical probability and/or suffered permanent loss of bodily function, and has lost the capacity for the enjoyment of life.

WHEREFORE, the Plaintiff, J.N., by and through his parent and natural guardian, EBONY LAWSON, demands judgment against Defendant, MCDOUGLE, for all damages permitted by law, together with the costs and such other relief as the Court deems just and proper, and demands a trial by jury.

COUNT II – VICARIOUS LIABILITY OF MCDOUGLE FAMILY FOUNDATION, INC.

Plaintiff realleges and reavers paragraphs 1 through 13 as through fully set forth herein, and further states:

20. At all times material hereto, Defendant, MCDOUGLE, selected, hired, and supervised, Defendant, MR. BOSTIC, to be one of the coaches of the Deerfield Beach Bison youth football program, of which the minor Plaintiff, J.N., was an active participating member and player.

21. At all times material hereto, Defendant, MR. BOSTIC was the agent, employee, servant, and/or representative of Defendant, MCDOUGLE, and was acting within the course and scope of his agency, employment, service, and/or representation of Defendant, MCDOUGLE.

22. That accordingly, Defendant, MCDOULGE, is vicariously liable for the negligent acts of Defendant, MR. BOSTIC, and all damages flowing therefrom.

WHEREFORE, the Plaintiff, J.N., by and through his parent and natural guardian, EBONY LAWSON, demands judgment against Defendant, MCDOUGLE, for all damages permitted by law, together with the costs and such other relief as the Court deems just and proper, and demands a trial by jury.

COUNT III – NEGLIGENCE AS TO THE CITY OF DEERFIELD BEACH

Plaintiff realleges and reavers paragraphs 1 through 13 as though fully set forth herein, and further states:

23. At all times material hereto, Defendant, DEERFIELD BEACH, owned, operated, controlled, managed, and/or maintained the Deerfield Beach Bison youth football program and the minor child, J.N., was an active participating player of said program on or about September 24, 2016.

24. At all times material hereto, Defendant, DEERFIELD BEACH, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation, owed a duty to its youth football players that were in their care, custody and control, including the minor child, J.N., to exercise reasonable care in supervising the youth football program, so as to ensure and protect the participants' health, safety, and well-being, and to protect the participants' from reasonably foreseeable harm.

25. That Defendant, DEERFIELD BEACH, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation with Defendant, DEERFIELD BEACH, knew or should have known that giving its participants, including the minor child, J.N., copious amounts of magnesium citrate and instructing them to drink said substance, would cause them to be susceptible and/or disposed to serious injuries.

26. That Defendant, DEERFIELD BEACH, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation, knew or should have known that its agent, MR. BOSTIC, gave the minor child, J.N., magnesium citrate, and instructed him to, among other things, drink copious amounts of the magnesium citrate, in order for him to lose weight rapidly so that he could qualify to play in a specific weight category with the Deerfield Beach Bison youth football program.

27. That Defendant, DEERFIELD BEACH, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation, breached its duty of care to ensure and protect the health, safety, and well-being of the participants of the Deerfield Beach Bison youth football program in their care, custody and control, specifically the minor child, J.N., by allowing/authorizing Defendant, MR. BOSTIC, to instruct J.N. to lose weight in order to qualify to play in a specific weight category, and to give J.N. magnesium citrate as a way of losing weight.

28. That as a direct and proximate result of the negligence of Defendant, DEERFIELD BEACH, by and through its agents, employees, servants, and/or representatives acting within the course and scope of such agency, employment, service, and/or representation, Plaintiff, J.N., was injured in and about his body and/or aggravated a pre-existing condition or injury, suffered pain therefrom, incurred medical and related expenses in the treatment of his injuries, suffered physical handicap, suffered scarring and disfigurement, suffered psychological and emotional injuries, sustained permanent injuries within a reasonable degree of medical probability and/or suffered permanent loss of bodily function, and has lost the capacity for the enjoyment of life.

WHEREFORE, the Plaintiff, J.N., by and through his parent and natural guardian, EBONY LAWSON, demands judgment against the Defendant, DEERFIELD BEACH, for all damages permitted by law, together with costs, and such other relief as the Court deems just and proper, and demands a trial by jury.

COUNT IV – NEGLIGENCE AS TO DARRON LAWSHAWN BOSTIC

Plaintiff reallages and reavers paragraphs 1 through 13 as though fully set forth herein, and would further state:

29. At all times material hereto, the Defendant, MR. BOSTIC, coached and/or managed teams of the Deerfield Beach Bison youth football program and the minor child, J.N., was an active participating player of said program, and of MR. BOSTIC's team, on or about September 24, 2016.

30. At all times material hereto, Defendant, MR. BOSTIC, as an agent, employee, servant, and/or representative acting within the course and scope of such agency, employment, service, and/or representation with Defendants, MCDOULGE and DEERFIELD BEACH, owed a duty to the participants and players of the Deerfield Beach Bison youth football program that were in his care, custody and control, including the minor child, J.N., to exercise reasonable care in coaching and instructing the youth football program, so as to ensure and protect the participants' health, safety, and well-being, and to protect the participants' from reasonably foreseeable harm.

31. That Defendant, MR. BOSTIC, as an agent, employee, servant, and/or representative acting within the course and scope of such agency, employment, service, and/or representation with Defendants, MCDOULGE and DEERFIELD BEACH, knew or should have known that giving the minor children, including J.N., magnesium citrate, and instructing him to, among other things, drink copious amounts of the substance in order for him to lose weight so that he could qualify to play in a specific weight category within the Deerfield Beach Bison youth football program would cause the minor Plaintiff, J.N., to be susceptible and/or disposed to serious harm and injuries.

32. That Defendant, MR. BOSTIC, as an agent, employee, servant, and/or representative acting within the course and scope of such agency, employment, service, and/or representation with Defendants, MCDOULGE and DEERFIELD BEACH, breached his duty of care to ensure and


protect the health, safety, and well-being of the participants of the Deerfield Beach Bison youth football program in his care, custody and control, specifically the minor child, J.N., by negligently giving him, and instructing him to drink, copious amounts of magnesium citrate.

33. That Defendant, MR. BOSTIC, as an agent, employee, servant, and/or representative acting within the course and scope of such agency, employment, service, and/or representation with Defendants, MCDOULGE and DEERFIELD BEACH, Plaintiff, J.N., was injured in and about his body and/or aggravated a pre-existing condition or injury, suffered pain therefrom, incurred medical and related expenses in the treatment of his injuries, suffered physical handicap, suffered scarring and disfigurement, suffered psychological and emotional injuries, sustained permanent injuries within a reasonable degree of medical probability and/or suffered permanent loss of bodily function, and has lost the capacity for the enjoyment of life.

WHEREFORE, the Plaintiff, J.N., by and through his parent and natural guardian, EBONY LAWSON, demands judgment against the Defendant, MR. BOSTIC, for all damages permitted by law, together with costs, and such other relief as the Court deems just and proper, and demands a trial by jury.

DATED this 16th day of October 2017.

COHEN AND COHEN, P.A.
Attorneys for Plaintiff
Presidential Circle
4000 Hollywood Blvd., Suite 705-S
Hollywood, Florida 33021
Broward: (954) 983-7100
Fax: (954) 983-7330
E-mail: Donaldn@cohencohenpa.com

By: 
DONALD T. NORTON
Florida Bar No. 394459

45th Anniversary

BERNARD COHEN*
IRWIN COHEN**
DONALD NORTON
KEITH A. GOLDBLUM
ADAM MANN
SARAH A. COHEN

* Also admitted in Colorado
** Also admitted in Colorado and New York
Partner

The Law Firm of
COHEN AND COHEN, P.A.

Presidential Circle, Penthouse 705-S
4000 Hollywood Boulevard
Hollywood, Florida 33021

Hollywood (954) 983-7100

Miami 305 532-1771

Ft. Lauderdale (954) 563-0596

Boca Raton (561) 391-3434

Palm Beach (561) 832-2990

1-800-33-COHEN

1-800-332-6436

Maureen Wilson
Office Manager

Fax (954) 983-7330

email: info@cohencohenpa.com

PLEASE REPLY TO
HOLLYWOOD OFFICE H.Q.

October 13, 2016

CERTIFIED MAIL- 7014 3490 0000 3214 1216
RETURN RECEIPT REQUESTED

City of Deerfield Beach
Attn: Commissioner, Joe Miller
150 NE 2nd Avenue
Deerfield Beach, FL 33441

RE: Our Client: Jerome Neal Jr. (a minor)
D/Accident: 9/24/16
L/Accident: Mitchell Moore Park 901 NW 10th St, Pompano Beach, FL 33060

Dear Mr. Miller:

Pursuant to Florida Statute 768.28, notice is hereby given that Jerome Neal Jr. is making a claim against the City of Deerfield Beach regarding injuries he sustained in an incident which occurred on 9/24/16 at the above-captioned location.

It is hereby alleged that the City of Deerfield Beach was negligent for allowing the coach of the "McDougle Foundation Bisons" to give magnesium citrate to Jerome Neal Jr., age 15, which caused him to become severely dehydrated and sustain kidney damage. The city of Deerfield Beach was negligent for failing to properly supervise the youth football league and its agent, Darron Lashawn Bostic, to provide a dangerous amount of laxatives, magnesium citrate to youth players in order for them to rapidly lose weight.

Further, Darron Lashawn Bostic, had a criminal history that made him inappropriate to coach youth football.

Pursuant to Florida Statute 768.28, please accept this as a formal notice of this claim pursuant to the appropriate Florida Statutes and have your representative contact the undersigned within thirty (30) days so that we may discuss this matter.

Composite Exhibit "A"

In addition to the above information, please also accept the following information in conformance with Florida Statute 768.28 (6):

1. DATE OF BIRTH: 1/12/2001
2. SOCIAL SECURITY NUMBER: [REDACTED]
3. PLACE OF BIRTH: Ft. Lauderdale, FL

There exists no prior adjudicated unpaid claims as listed in Florida Statute 768.28 (6) in excess of \$200.00.

In an effort to settle this claim, we will provide you with any information you may need to evaluate this claim. Consider this as formal notice under the above Statute which notifies you of said claim.

Sincerely,


DONALD T. NORTON, ESQUIRE
For the Firm
DN/bz

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Deerfield Beach
 Attn: Commissioner, Joe Miller
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441



9590 9402 1197 5246 8145 27

2. Article Number (Transfer from service label)

7014 3490 0000 3214 1216

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Handwritten Signature]*

- B.
- A

B. Received by (Printed Name)

C. Date of

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

USPS TRACKING#



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First-Class Mail
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* Sender: Please print your name, address, and ZIP+4® in this box*

COHEN & COHEN, P.A
 4000 HOLLYWOOD BLVD
 SUITE-705-S
 HOLLYWOOD, FL 33021

[Handwritten Signature]

45th Anniversary

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IRWIN COHEN**
DONALD NORTON
KEITH A. GOLDBLUM
ADAM MANN
SARAH A. COHEN

* Also admitted in Colorado
** Also admitted in Colorado and New York
Partner

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Maureen Wilson
Office Manager

Fax (954) 983-7330
email: info@cohencohenpa.com

PLEASE REPLY TO
HOLLYWOOD OFFICE H.Q.

October 13, 2016

CERTIFIED MAIL- 7015 3430 0000 9062 2525
RETURN RECEIPT REQUESTED

City of Deerfield Beach
Attn: Mayor, Jean Robb
150 NE 2nd Avenue
Deerfield Beach, FL 33441

RE: Our Client: Jerome Neal Jr. (a minor)
D/Accident: 9/24/16
L/Accident: Mitchell Moore Park 901 NW 10th St, Pompano Beach, FL 33060

Dear Mrs. Robb:

Pursuant to Florida Statute 768.28, notice is hereby given that Jerome Neal Jr. is making a claim against the City of Deerfield Beach regarding injuries he sustained in an incident which occurred on 9/24/16 at the above-captioned location.

It is hereby alleged that the City of Deerfield Beach was negligent for allowing the coach of the "McDougle Foundation Bisons" to give magnesium citrate to Jerome Neal Jr., age 15, which caused him to become severely dehydrated and sustain kidney damage. The city of Deerfield Beach was negligent for failing to properly supervise the youth football league and its agent, Darron Lashawn Bostic, to provide a dangerous amount of laxatives, magnesium citrate to youth players in order for them to rapidly lose weight.

Further, Darron Lashawn Bostic, had a criminal history that made him inappropriate to coach youth football.

Pursuant to Florida Statute 768.28, please accept this as a formal notice of this claim pursuant to the appropriate Florida Statutes and have your representative contact the undersigned within thirty (30) days so that we may discuss this matter.

In addition to the above information, please also accept the following information in conformance with Florida Statute 768.28 (6):

1. DATE OF BIRTH: 1/12/2001
2. SOCIAL SECURITY NUMBER: [REDACTED]
3. PLACE OF BIRTH: Ft. Lauderdale, FL

There exists no prior adjudicated unpaid claims as listed in Florida Statute 768.28 (6) in excess of \$200.00.

In an effort to settle this claim, we will provide you with any information you may need to evaluate this claim. Consider this as formal notice under the above Statute which notifies you of said claim.

Sincerely,


DONALD T. NORTON, ESQUIRE
For the Firm
DN/bz

45th Anniversary

The Law Firm of

COHEN AND COHEN, P.A.

BERNARD COHEN*
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Maureen Wilson
Office Manager

Fax (954) 983-7330
email: info@cohencohenpa.com

PLEASE REPLY TO
HOLLYWOOD OFFICE H.Q.

* Also admitted in Colorado
** Also admitted in Colorado and New York
Partner

October 13, 2016

CERTIFIED MAIL- 7014 3490 0000 3214 1223
RETURN RECEIPT REQUESTED

City of Deerfield Beach
Attn: Risk Management
150 NE 2nd Avenue
Deerfield Beach, FL 33441

RE: Our Client: Jerome Neal Jr. (a minor)
D/Accident: 9/24/16
L/Accident: Mitchell Moore Park 901 NW 10th St, Pompano Beach, FL 33060

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Further, Darron Lashawn Bostic, had a criminal history that made him inappropriate to coach youth football.

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1. DATE OF BIRTH: 1/12/2001
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3. PLACE OF BIRTH: Ft. Lauderdale, FL

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In an effort to settle this claim, we will provide you with any information you may need to evaluate this claim. Consider this as formal notice under the above Statute which notifies you of said claim.

Sincerely,


DONALD T. NORTON, ESQUIRE
For the Firm
DN/bz

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Postal Product:

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DATE & TIME

STATUS OF ITEM

LOCATION

October 17, 2016, 10:28
am

Delivered, Left with
Individual

DEERFIELD
BEACH, FL 33441



Your item was delivered to an individual at the address at 10:28 am on October 17, 2016 in DEERFIELD BEACH, FL 33441.

October 14, 2016, 11:53 pm

Departed USPS Regional
Facility

WEST PALM BEACH FL
DISTRIBUTION CENTER

October 14, 2016, 12:33 pm

Arrived at USPS Regional
Facility

WEST PALM BEACH FL
DISTRIBUTION CENTER

DATE & TIME

STATUS OF ITEM

LOCATION

October 13, 2016, 9:52 pm

Arrived at USPS Regional Facility

MIAMI FL DISTRIBUTION CENTER

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