

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

GENERAL JURISDICTION DIVISION

CASE NUMBER: \_\_\_\_\_

**NEIMAN NIX** and  
**DNA SPORTS PERFORMANCE LAB, INC.,**  
a Florida corporation,

Plaintiff,

vs.

**ESPN, INC.,** a Connecticut corporation,  
**THE ASSOCIATED PRESS, INC.** a New York  
nonprofit cooperative, and **USA TODAY**  
**INTERNATIONAL CORPORATION,**  
a Delaware corporation.

Defendants.

**VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL**

**COME NOW** the Plaintiffs, NEIMAN NIX and DNA SPORTS PERFORMANCE LAB, INC.,  
by and through their undersigned attorney, sue the Defendants, ESPN, INC., a Connecticut corporation,  
THE ASSOCIATED PRESS, INC. a New York nonprofit cooperative, and USA TODAY  
INTERNATIONAL CORPORATION, a Delaware corporation, and in support thereof states as follows:

1. This is an action for damages exceeding \$15,000.00 exclusive of interest, costs, and attorney's fees, and for injunctive relief, and is within the jurisdiction of the Court.

2. At all relevant times, DEFENDANT ESPN, INC. ("DEFENDANT ESPN") was a corporation organized and existing under the laws of the state of Connecticut and transacting systematic business in the state of Florida.

3. At all relevant times, DEFENDANT THE ASSOCIATED PRESS, INC., ("DEFENDANT AP") was a not-for-profit news cooperative organized and existing under the laws of the state of New York and authorized to transact business in the state of Florida and transacting systematic business in the state of

Florida.

4. At all relevant times, DEFENDANT USA TODAY INTERNATIONAL CORPORATION (“DEFENDANT USA”) was a corporation organized and existing under the laws of the state of Delaware and the publisher of a daily newspaper named “USA Today.”

5. DEFENDANTS are subject to the personal jurisdiction of this Court pursuant to Florida’s Long-Arm Statute, Florida Statute Section 48.193(2), by virtue of having committed tortious acts within the state or which caused injury within the state.

6. Venue is proper in Miami-Dade County, Florida since the causes of action sued upon arose here.

7. All conduct on the part of PLAINTIFF DNA Sports Performance Lab, Inc. (“DNA”) and DEFENDANTS as described herein was carried out by their duly authorized agents acting within the scope of their respective authority as such.

8. Plaintiff Neiman NIX (“NIX”) is a former professional baseball player selected straight out of high school in the 1998 Major League Draft by the Cincinnati Reds and later signed by Milwaukee Brewers. Unfortunately, NIX’s career as a professional player was cut short by arm injuries, the widespread occupational hazard which had always plagued pitchers.

9. Following NIX’s retirement from professional baseball, he pursued various employment and business opportunities connected with the sport he loved and to which he had devoted his life. First he coached college baseball. His experience there led him to the realization that the standard training program used by colleges and universities needed to be updated and improved by an individualized and scientific methodology aimed at maximizing the potential of each player relative to particular skills and team positions. Over the next few years, NIX developed a better system of training based on his growing knowledge and experience in the fields of sports medicine and bio-mechanics.

10. Drawing inspiration from years of detailed training, study, trial, and error in development of new pitching techniques, NIX conceived a new form of pitching. NIX then incorporated his new pitching

method into a complete system of biometric analysis, data collection, individualized training, and physical therapy which he developed in the expectation of teaching those aspiring to pitch professionally how to maximize their athletic performance while at the same time avoiding undue injury, rehabilitating injuries, and prolonging their active careers. NIX made use of various pieces of sophisticated equipment and computer programs as part of his diagnostic and training program, including a motion image tracking device showing baseball and fitness related movement in a computer generated, 3-D rotational animation and integrated with scientific data for purposes of his program.

11. In 2006, NIX went into business for himself by opening a year-round training and development center for athletes aspiring to college or professional baseball careers. First located in Seattle, Washington, his American Baseball Institute provided his students with housing, individualized training and testing, intensive daily practice, and the opportunity for regular exposure to MLB and college scouts through open try-outs and exhibition games with minor league teams. NIX hired many former professional players and coaches to work as the camp's staff. The success of NIX's business outgrew its venue twice until it finally took over the former Philadelphia Phillies spring training stadium in Clearwater, Florida. Scouts from all thirty (30) MLB teams were deeply impressed with NIX's program. Their regular visits to his facility resulted in the signing of professional contracts for hundreds of his student prospects and contributed significantly to the growth of the baseball industry.

12. The growth and financial potential of NIX's baseball training academy were largely lost, however, to an unforeseeable outside force. NIX's business reputation and connections in the baseball community had been damaged by the malicious investigatory methods of Major League Baseball ("MLB") employed in its heavy-handed and unfounded inquiry into allegations of improprieties in the operation of NIX's business. As a result, was forced to sell ninety per cent (90%) of his stock in American Baseball Institute in late 2011.

13. NIX launched a new business in the form a state-of-the-art sports science center in Miami Beach,

Florida in April of 2012. Named “DNA Sports Performance Lab, Inc.”, the co-plaintiff herein, DNA provided diagnostic sports training and fitness testing services in addition to selling health supplements made from the certain substances extracted from the shed tissue of elk antlers, also known as “deer antler velvet”. There were two, complimentary sides to DNA’s sports science business. On the one hand, DNA offered the use of sophisticated equipment and techniques to scientifically analyze each client’s particular physical and physiological profile to determine what regimen of exercise, training, nutrition, and supplements to recommend, and then worked closely with that client to implement that program. The other part of DNA’s business was the sale of health supplements manufactured to the highest clinical standards and commonly referred to as “bio-identical compounds” or “nutraceuticals”

14. DNA sells one such prominent form which is derived from the humanely-harvested antler tissue naturally shed by elk, one of the largest species in the deer family, as part of their annual, antler molting and regeneration process. This substance has been used in Chinese medicine for centuries as a cure and treatment for various chronic diseases as well as a tonic and energizer. Deemed safe and effective, and available without a doctor’s prescription, the antler extract is formulated into natural, non-steroid supplements which can legitimately be claimed to increase physical strength, enhance athletic performance, increase energy levels, retard the aging process, sharpen memory and concentration, rejuvenate the libido, and provide many other health benefits.

15. The line of products derived from antler tissue and sold by DNA has never been prohibited by the Worldwide Anti-Doping Agency (WADA), an international independent agency founded in 1999 to combat the use of performance enhancing substances in sports. Neither NIX nor DNA has ever sold or even recommended the use of anabolic steroids, commonly known as performance enhancing drugs (“PEDS”). The formulas they developed were designed as natural and safe alternatives to PEDS. The sports world has had a well-publicized problem with PEDS for many years now. DNA’s business philosophy was in the opposite direction, advocating against the use of such illegal substances. The mission of DNA, as

its name implies, is to maximize an athlete's innate physical potential through the application of medically and scientifically sound and safe principles and methods. The active ingredient in the supplements developed and sold by NIX and DNA is a naturally occurring, bio-identical form of IGF-1 which is found in foods such as milk, meat, fish, whey protein, and in the human body. NIX never tried to sell or market these natural performance supplements to any MLB players on account of a non-competition agreement with the purchasers of his former interest in American Baseball Institute.

16. Nevertheless, NIX was the target of a second, misbegotten investigation of MLB in the first half of 2013 falsely accusing him of selling illegal performance enhancing drugs to MLB players. MLB's focus on NIX and DNA was part of its larger crusade to rid the sport of the perceived widespread use of such drugs. Prompted by the scandal created by the association of several prominent MLB players, including Alex Rodriguez, with South Florida's "Biogenesis Clinic", MLB investigated into every anti-aging clinic in the state in order to try to polish its own image and included DNA in its sights.

17. Again resorting to recklessly incriminating tactics which created the impression of guilt in the minds of those it contacted, MLB's investigators posed as FBI and DEA officials and questioned NIX's clients and colleagues. Not one shred of evidence was ever uncovered proving that NIX or DNA sold any illegal substance to any MLB player or that any MLB player ever tested positive for any product sold by NIX. But the bullying tactics used by MLB's agents in trying to elicit the damning evidence had the effecting of planting enough doubt to cause great harm. NIX's business reputation was again dragged through the mud without any credible basis and NIX again suffered an economic blow to a growing business with great promise on account of MLB's malicious and slanderous campaign of blame against an honest and dedicated entrepreneur.

18. NIX and DNA filed suit for tortious interference in July of 2016 in Federal Court, Southern District of New York, Case Number 1:16-cv-05604 to redress the devastating economic harm and personal offenses they suffered at their hands of MLB in the course of the two groundless investigations into alleged

wrongdoing it rationalized on the thinnest of leads. Reporting on this lawsuit the very same day it was filed, DEFENDANTS ESPN and USA each disseminated a news article on July 14, 2016 which had been authored DEFENDANT AP, and which contained the following statement: **“The suit admits Nix and his company used bioidentical insulin like growth factor (IGF-1), which is derived from elk antlers and is on baseball's list of banned substances.”** These articles can be found at [http://www.espn.com/mlb/story/\\_/id/17078668/major-league-baseball-sued-dna-sports-performance-lab-owner-alleged-illegal-hacking-biogenesis-investigation](http://www.espn.com/mlb/story/_/id/17078668/major-league-baseball-sued-dna-sports-performance-lab-owner-alleged-illegal-hacking-biogenesis-investigation) and <https://www.usatoday.com/story/sports/mlb/2016/07/14/training-clinic-owner-sues-mlb-alleging-illegal-hacking/87096478/>.

19. The clear meaning and import of this statement is that NIX and DNA peddled illegal drugs to professional baseball players and that they admitted so in the context of their lawsuit.

20. This statement is false in both its literal expression, as well as in the innuendos it creates.

21. The complaint in the lawsuit cited by the offending statement specifically alleges the following:

- A. Naturally occurring, bio-identical IGF-1, extracted from the antlers of elk and deer, is not a controlled or illegal substance.
- B. The use of naturally occurring, bio-identical IGF-1, extracted from the antlers of elk and deer, is not prohibited by MLB or MLB Player's Association.
- C. Naturally occurring, bio-identical IGF-1 is also found in milk, meat, fish, whey protein, and in every human body.
- D. Neither NIX nor DNA ever sold any extracts or compounds derived from elk or deer antlers to any MLB players.
- E. Extracts from elk or deer antlers are not considered illegal by the U.S. Drug Enforcement Agency (DEA) nor are these banned by the World Anti-Doping Agency (WADA). A deposition transcript from WADA's head science director stating that deer antler has never been banned can be found

at:<https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=uTt5RNTq/BtWZtZfCjZJow==>.

22. The offending statement is highly defamatory since it confuses the critical distinction between the natural and synthetic forms of IGF-1. The term "bio-identical" means natural, non-synthetic, and non-altered, just as NIX's federal complaint describes it. All animal products are considered natural. They are completely different from lab-made, synthetic drugs which are classified by the U.S. Drug Enforcement Agency as Schedule III substances. Animal derived products are consumed by every human being and have never been considered banned substances under any definition. The synthetic form of IGF-1 is a Schedule III illegal drug in the same category as cocaine and methamphetamine. The penalty for selling Schedule III illegal drugs can be 10 years in prison. The offending statement is defamatory in a second sense by suggesting that NIX, a former MLB player himself, and DNA, sold substances banned by MLB rules to MLB players, even if they were not controlled or illegal substances *per se*.

23. DEFENDANTS' statement clearly implies that NIX and DNA sold illegal drugs, or legal drugs in an illegal manner, and has damaged their respective reputations for integrity and honesty.

24. DEFENDANTS publicized the offending statement to their readership when each of them knew, or clearly should have known, it was literally false and/or false by implication. MLB has never stated that deer or elk antler extract is a prohibited or banned substance. On the contrary, MLB has deferred to WADA on this subject and WADA has upheld its use. And PLAINTIFFS' lawsuit certainly does not admit to the contrary.

25. The MLB Players Association ("MLBPA"), the collective bargaining representative for all MLB players, sent a memo authored and signed by its general counsel, Bob Lenaghan, to all of its members in July of 2011 warning them that one particular brand of deer-antler spray mentioned in the memo may contain synthetic steroid substances that will cause a positive drug test in the user.



<https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=sFgd/JuIzyC9Dx5wCRuJ9Q==>. The product was called “The Ultimate Sports Spray” and was manufactured by “Sports With Alternatives To Steroids”, also known as “S.W.A.T.S”. The memo identifies NFL player David Vobora as having tested positive for the synthetic steroid, Methyltestosterone, after using this deer-antler spray. But the memo does not prohibit the use of deer-antler products in general. The memo goes on to state that supplements certified to be free of banned substances can be identified by reference to a list found online ([www.nsfport.com](http://www.nsfport.com)) and that this list is periodically updated. The collective bargaining agreement between the commissioners of MLB and its players refers to WADA for all drug testing and for the authoritative identification of all banned substances. Deer and elk antler have never been listed among them.

26. On December 6th, 2016 David Vobora was sued by a former shareholder of S.W.A.T.S. in Federal Court, Eastern District of Missouri, in case number 4:16-cv-01895-RWS. The suit is based on accusations that Mr. Vobora intentionally contaminated an open bottle of the product with Methyltestosterone as part of a scheme to concoct a fraudulent claim against the company. Deliberating causing himself to fail an NFL drug test which he blamed on the product, Mr. Vobora then recovered a default judgment in the amount of \$5,400,588 against S.W.A.T.S. for his resulting 2009 suspension. This default judgment is what the MLBPA memo refers to when it says David Vobora successfully sued this company. The complaint to overturn this default judgment alleges that samples of this product from the same lot as the one associated with the sample David Vobora purportedly used were tested and found to be negative. Other pro athletes, including MLB players who allegedly used the product from the same lot, were likewise all found to be free of the banned synthetic steroid. The complaint confirms PLAINTIFFS' position that Methyltestosterone is a "manufactured synthetic compound not found in nature, ...it is an anabolic steroid...and a controlled substance... and that in 2013 the World Anti-Doping Agency removed deer antler velvet from its list of banned substances." The default was upheld by the court on purely procedural grounds.

27. DEFENDANTS had only to fact-check their story against the lawsuit complaint to which it refers



to know the offending statement was false.

28. Even more egregious is an article published by DEFENDANT ESPN on May 1, 2013 in which this news organization itself stated, “the PGA Tour followed up with the World Anti-Doping Agency which told the tour it no longer considered deer-antler velvet and IGF-1 a prohibited substance.” [http://www.espn.com/blog/playbook/dollars/post/\\_/id/3414/big-break-for-deer-antler-velvet](http://www.espn.com/blog/playbook/dollars/post/_/id/3414/big-break-for-deer-antler-velvet). In spite of DEFENDANT ESPN’s position on this issue, MLB saw fit to use the offending article in support of its motion to dismiss NIX’s New York lawsuit against MLB for tortious interference and slander. MLB has a multi-billion dollar broadcasting agreement with DEFENDANT ESPN and is advocating DEFENDANT ESPN’s unfounded and defamatory position in its defense of PLAINTIFFS’ slander claim against MLB.

29. DEFENDANTS’ offending article was similarly used as the basis to falsely discredit PLAINTIFFS during their deposition in a recent lawsuit between PLAINTIFFS and an upscale fitness center chain arising out of a business agreement which allowed PLAINTIFFS to expand their sports science centers to three locations in Manhattan. In this case, PLAINTIFFS were specifically asked about, and vehemently denied, the report in the offending article that they sold banned substances to MLB players and others.

30. DEFENDANTS AP and USA have also both reported previously that natural IGF-1 in the form of deer antler is not a banned substance as related articles can be found from the AP: <http://www.golf.com/ap-news/tour-drops-its-doping-case-against-vijay-singh>, <http://www.golf.com/ap-news/singh-suing-pga-over-proposed-suspension>, <http://www.pga.com/news/golf-buzz/vijay-singh-turns-back-time-in-hunt-players>. From DEFENDANT USA: <https://www.usatoday.com/story/sports/golf/2014/02/18/golf-vijay-singh-gets-key-ruling-in-lawsuit-against-pga-tour/5595085/>.

31. On December 26, 2017, PLAINTIFFS demanded that DEFENDANTS AP and ESPN print a

retraction of the offending article, but they flatly refused and gave as their reason, "IGF-1 appears at entry number 68 on MLB's 'Prohibited Substance List.' In addition, MLB confirmed to the AP that 'all natural, synthetic and bioidentical versions of any prohibited substances -- including, but not limited to, IGF-1 -- are considered banned.' "

32. The MLB prohibited list reads in relevant part: "Section B. Performance Enhancing Substances it: Any and all anabolic androgenic steroids covered by Schedule III of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule III"), as amended from time to time, and the categories of hormones and agents with antiestrogenic activity that are set forth in Nos. 67 - 74 below, shall be considered Performance Enhancing Substances covered by the Program. Anabolic androgenic steroids, hormones, and agents with antiestrogenic activity, that may not be lawfully obtained or used in the United States (including, for example, "designer steroids" and peptide hormones) also shall be considered Performance Enhancing Substances irrespective of whether they are covered by Schedule III. The following is a non-exhaustive list of substances that shall be considered Performance Enhancing Substances covered by the Program.."

([https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=D7u\\_PLUS\\_cyMCZNOEbsgpZYcj9Q==](https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=D7u_PLUS_cyMCZNOEbsgpZYcj9Q==)). Elk and deer antler have never been declared a Schedule III drug and have always been available for lawful purchase without a prescription in the United States.

33. All conditions precedent to the institution of this lawsuit have been performed, have occurred, or have been excused.

34. PLAINTIFFS have retained the undersigned attorney to represent them in this matter, and are obligated to pay a reasonable fee for the undersigned attorney's services.

**COUNT I**  
**DEFAMATION**

35. PLAINTIFFS repeat and re-allege paragraph 1 through 34 of this Complaint as though fully set out as the same numbered paragraphs of Count I, and further states as follows:

36. DEFENDANTS, and each of them, widely disseminated false and defamatory assertions and innuendos of fact concerning both PLAINTIFFS through their respective mass publications of the subject material.

37. DEFENDANTS' false and defamatory statement impugned the business and professional integrity of both PLAINTIFFS by portraying them as knowingly marketing and selling banned performance enhancing substances, and have thereby subjected PLAINTIFFS to hatred, distrust, ridicule, contempt, and/or disgrace.

38. DEFENDANTS, and each of them, knew or should have known these assertions and innuendos were false at the time they were made through the respective publications and re-publications.

39. DEFENDANTS, and each of them, acted with the express intention of injuring PLAINTIFFS' reputations in the business community by publishing statements known to be false or in reckless disregard of their potential falsity.

40. DEFENDANTS, and each of them, acted with actual, express malice.

41. As a direct, proximate, and foreseeable result of these false, malicious, and defamatory statements to third-parties about PLAINTIFFS, PLAINTIFFS have been greatly damaged, and continue to be damaged to this very day.

42. PLAINTIFFS' damages include but are not limited to past, present, and future loss of business contracts, income, profits, market value, opportunities, and relationships.

43. PLAINTIFF NIX has also suffered and continues to suffer mental anguish, humiliation, and emotional distress.

44. PLAINTIFFS reserve the right pursuant to Florida Statute Section 768.72 to claim punitive damages in this matter on account of DEFENDANTS' gross and uncivilized misconduct in taking action known to be wrongful and injurious to PLAINTIFFS or in reckless disregard of the high probability of injury to PLAINTIFFS.

**WHEREFORE**, PLAINTIFFS, as their interests appear, demand judgment against DEFENDANTS, jointly and severally, for compensatory damages, punitive damages, costs, attorney's fees, and any other relief deemed just and proper by the Court.

**COUNT II**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

45. PLAINTIFFS repeat and re-allege paragraph 1 through 34 of this Complaint as though fully set out as the same numbered paragraphs of Count II, and further state as follows:

46. The actions and intentions of DEFENDANTS in publishing knowingly or recklessly false and defamatory statements clearly calculated to damage the good name and reputation of PLAINTIFFS by portraying them as peddlers of illegal drugs are so outrageous, uncivilized, and intolerable as to justify the imposition of monetary liability for its foreseeable psychological injuries.

47. NIX has in fact suffered and continues to suffer extreme emotional distress, mental anguish, humiliation, depression, and associated ailments and symptoms as a direct consequence of DEFENDANTS' willful, wanton, and malicious actions. NIX has suffered such great emotional distress over the destruction of his good name that is considering legally changing it and the name of DNA to escape further opprobrium from the unwarranted association with any illicit or unsavory activities.

48. PLAINTIFFS reserve the right to pursuant to Florida Statute Section 768.72 to claim punitive damages in this matter on account of DEFENDANTS' gross and uncivilized misconduct in taking action known to be wrongful and injurious to PLAINTIFFS or in reckless disregard of the high probability of injury to PLAINTIFFS.

**WHEREFORE**, PLAINTIFFS, as their interests appear, demand judgment against DEFENDANTS, jointly and severally, for compensatory damages, punitive damages, costs, attorney's fees, and any other relief deemed just and proper by the Court.

**COUNT III**  
**TEMPORARY AND PERMANENT INJUNCTION**

49. PLAINTIFFS repeat and re-allege paragraphs 1 through 31 of this Complaint as though fully set out as the same numbered paragraphs of Count III, and further states as follows:

50. This is an action for temporary and permanent injunctive relief.

51. The offending article was published and re-republished online by DEFENDANTS and will continue to be disseminated online and live in perpetuity unless affirmative action is by DEFENDANTS to remove and/or to retract it from all sites in which it appears.

52. PLAINTIFFS demanded the removal and/or retraction of the subject article by letter December 26, 2017, but DEFENDANTS have thus far failed and refused to comply with PLAINTIFFS' request.

53. PLAINTIFFS have no adequate remedy at law and will suffer irreparable harm and injury on account of the present or future publication of the subject article unless this Court issues an immediate temporary and permanent injunction enjoining DEFENDANTS from any continued publication, republication, or other dissemination of their false and defamatory article, requiring DEFENDANTS to post an appropriate retraction of the offending statement, and to remove the subject article from the internet and any other media where it is found.

54. The harm to the DEFENDANTS in granting the requested injunctions is slight compared to the adverse consequences to PLAINTIFFS if the injunctions are not granted.

55. It serves the greater good to enjoin DEFENDANTS temporarily and permanently from any further defamation of PLAINTIFFS.

**WHEREFORE** PLAINTIFFS, as their interests appear, pray for the foregoing injunctive relief against DEFENDANTS and their officers, agents, servants, employee, and attorneys, attorneys fees, costs, and any other relief deemed just and proper by the Court.

**DEMAND FOR JURY TRIAL**

56. PLAINTIFFS hereby demand a jury trial on all issues so triable as a matter of right.

VERIFICATION

I, NEIMAN NIX, declare that I have read the foregoing Verified Complaint, and hereby certify that the facts stated therein are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
NEIMAN NIX

STATE OF TEXAS )  
COUNTY OF Harris ) ss

ACKNOWLEDGED, SWORN TO, and SUBSCRIBED to this day by NEIMAN NIX to me known to be the person described in and who executed the foregoing Verified Complaint and who produced his Florida Driver's License as identification.

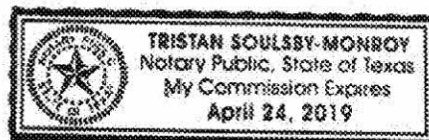
WITNESS my hand and official seal this 5 day of March, 2018.

NIX and DNA SPORTS PERFORMANCE LAB, INC. vs ESPN, AP, and USA TODAY  
CASE NUMBER: \_\_\_\_\_

My Commission Expires:

NOTARY PUBLIC Sign: 

Print: Tristan Soulesby-Monroy State of Texas at Large



LAW OFFICE OF ALEX S. HORNIK, P.A.

Attorney for Plaintiffs 1900 S. Treasure Drive, Suite #9-H North  
Bay Village, Florida 33141 Telephone: (786) 275-6850 Facsimile:  
(786) 453-2360 Primary email : ahornik@horniklaw.com Secondary  
email : alexhornik1@gmail.com By: /s/ Alex S. Hornik, Esq. FBN  
743895

**LAW OFFICE OF ALEX S. HORNIK, P.A.**

Attorney for Plaintiffs

1900 S. Treasure Drive, Suite #9-H

North Bay Village, Florida 33141

Telephone: (786) 275-6850

Facsimile: (786) 453-2360

Primary email : [ahornik@horniklaw.com](mailto:ahornik@horniklaw.com)

Secondary email : [alexhornik1@gmail.com](mailto:alexhornik1@gmail.com)

By: /s/ Alex S. Hornik, Esq.

FBN 743895