

Filing # 89056013 E-Filed 05/06/2019 04:06:28 PM

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

DON GEDDES and ANNA GEDDES,

Plaintiffs,

v.

EAGLE FINANCIAL DIAMOND GROUP, INC.;
HAROLD SEIGEL; and ARGYLE COIN, LLC,

Defendants.

_____ /

COMPLAINT

COME NOW DON GEDDES and ANNA GEDDES and sue the Defendants as follows:

1. This is an action for monetary damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000) and it is within the jurisdiction of this Court.
2. At all times material hereto, EAGLE FINANCIAL DIAMOND GROUP, INC. (hereinafter referred to as "Eagle Financial") was and is sui juris, a Florida corporation doing business in Palm Beach County, Florida and it is subject to the jurisdiction of this Court.
3. At all times material hereto, ARGYLE COIN, LLC (hereinafter referred to as "Argyle Coin") was and is sui juris, a Florida corporation doing business in Palm Beach County, Florida and it is subject to the jurisdiction of this Court.
4. At all times material hereto, HAROLD SEIGEL was and is sui juris, a resident of Palm Beach County, Florida and he is subject to the jurisdiction of this Court.
5. All conditions precedent to the bringing of this action have occurred or have been waived.

COUNT I
(Breach of Contract Against Eagle Financial)

6. Plaintiffs reallege paragraphs 1, 2 and 5 above.

7. On or about August 29, 2016, DON GEDDES and ANNA GEDDES (hereinafter collectively referred to as “GEDDES”) and Eagle Financial entered into a contract. A true and correct copy of the contract is attached hereto as Exhibit “A”.

8. The monies invested (i.e. \$200,000) by GEDDES were to be repaid to them, together with a return of the share of the profits to be derived from the investment, on or before the passage of eighteen (18) months (i.e. on or about March 1, 2018). At the end of this eighteen (18) month period from the date of the execution of the contract, the invested funds were to be repaid to GEDDES, together with an additional similar amount (i.e. another \$200,000) as their return on investment. At the end of the eighteen (18) month period, GEDDES was to receive Four Hundred Thousand Dollars (\$400,000) as a result of the Two Hundred Thousand Dollar (\$200,000) investment.

9. At the time that the investment was required to be repaid, GEDDES was induced to re-invest the “profit” of Two Hundred Thousand Dollars (\$200,000) of the Four Hundred Thousand Dollars (\$400,000) that they were entitled to receive. In this way, GEDDES was to receive Two Hundred Thousand Dollars (\$200,000) from the initial investment and the balance of Two Hundred Thousand Dollars (\$200,000) was to be re-invested in another product and which was the “Argyle Coin” and which was to be a type of crypto currency to be created and issued in the future by a related corporate entity (i.e., Argyle Coin, LLC). The promised return of the initial investment of

Two Hundred Thousand Dollars (\$200,000) never occurred.

10. Eagle Financial has breached the parties' contract by failing to pay to GEDDES the Two Hundred Thousand Dollars (\$200,000) that they were contractually entitled to receive on or about March 1, 2018 and which was **not** reinvested.

11. By virtue of Eagle Financial's breach of contract, GEDDES has sustained monetary damages and which damages are in the amount of Two Hundred Thousand Dollars (\$200,000).

WHEREFORE, the Plaintiffs respectfully request a Final Judgment be entered in their favor for damages, accrued interest, Court costs, a reasonable attorney's fee and such other and further relief as the Court may deem just and proper in the premises.

COUNT II
(Breach of Contract Again Argyle Coin LLC)

12. Plaintiffs reallege paragraphs 1, 3 and 5 above.

13. On or about February 22, 2018, GEDDES and Argyle Coin entered into a contract. A true and correct copy of this Contract is attached hereto as Exhibit "B".

14. In exchange for the monies invested (i.e. \$200,000) by GEDDES, they were to receive Twenty Thousand (20,000) argyle coins with a value of Ten Dollars (\$10.00) per coin. GEDDES never received these coins.

15. Argyle Coin, LLC has breached the parties' contract by failing to deliver "argyle coins" with the above-referenced value. In fact, GEDDES received no "argyle coins" at all.

16. By virtue of Argyle Coin, LLC's breach of contract, GEDDES has sustained monetary damages and which damages are in the amount of Two Hundred Thousand Dollars

(\$200,000).

WHEREFORE, the Plaintiffs respectfully request a Final Judgment be entered in their favor for damages, accrued interest, Court costs, a reasonable attorney's fee and such other and further relief as the Court may deem just and proper in the premises.

COUNT III
(Fraud In the Inducement Against Defendants)

17. Plaintiffs reallege paragraphs 1-5 and 7-9 above.

18. In order to induce GEDDES to make the initial Two Hundred Thousand Dollar (\$200,000) investment in Eagle Financial, Eagle Financial and Harold Seigel misrepresented that the GEDDES' were investing in a 50 carat parcel of pink rough diamonds then owned by Eagle Financial and which had a value of Eight Million Five Hundred Thousand Dollars (\$8,500,000). These representations were untrue. Harold Seigel and Eagle Financial made these fraudulent representations to GEDDES for the purpose of inducing them to invest Two Hundred Thousand Dollars (\$200,000) with Eagle Financial.

19. When GEDDES' initial investment of \$200,000 was required to be paid back to them plus the share of the profits (i.e. another \$200,000), according to the terms and conditions of the parties' contract, Argyle Coin, LLC and Harold Seigel made fraudulent representations to GEDDES for the purpose of inducing them to re-invest their return on investment of Two Hundred Thousand Dollars (\$200,000) in the "argyle coin" crypto currency. This new investment was made with Argyle Coin, LLC.

20. Sometime prior to February 22, 2018, Argyle Coin and Harold Seigel communicated

with GEDDES and made several fraudulent misrepresentations which, at the time that they were made, were known to be untrue and/or were made with a lack of knowledge as to their truth or falsity. These misrepresentations were made to GEDDES for the purpose of inducing them to re-invest funds in the purchase, acquisition and resale of the “argyle coin” crypto currency.

21. Among other things, Argyle Coin and Harold Seigel misrepresented the present value of the “argyle coin” and misrepresented the future value potential of same. It was also misrepresented that this investment was somehow guaranteed by an off-shore Curacao company, International Insurance, NV.

22. Harold Seigel and Argyle Coin represented that GEDDES would receive “argyle coins” with a value of Ten Dollars (\$10.00) per coin when they knew that the argyle coins had zero value and/or did not exist.

23. In order to induce Plaintiffs’ trust and confidence in Harold Seigel’s abilities and business acumen, Harold Seigel misrepresented to GEDDES that Eagle Financial was a tremendous business success. At the time that these representations were made, Eagle Financial’s “investment program” was not successful; the first year and a half of this “Eagle Program” was not “a tremendous success”. The “Eagle Program” had not experienced exponential growth and was, in fact, either in poor financial condition and/or was refusing to repay various investors the funds that had been invested.

24. Based upon the representations made by Argyle Coin, LLC and Harold Seigel, GEDDES executed a contract for the investment re the “argyle coin” and whereby \$200,000 of the \$400,000 that they were contractually entitled to receive from their initial investment was “re-

invested” in the purchase of argyle coins.

25. It has become apparent that the representations made by Argyle Coin, Eagle Financial and Harold Seigel were, and are untrue, and were known and are known, by these Defendants to have been untrue and/or the misrepresentations were made with no knowledge as to their truth or falsity and were made for the purpose of inducing GEDDES’ reliance on same.

26. GEDDES reasonably relied on the misrepresentations that were made and, as a result thereof, they invested funds with Eagle Financial and then with Argyle Coin, LLC.

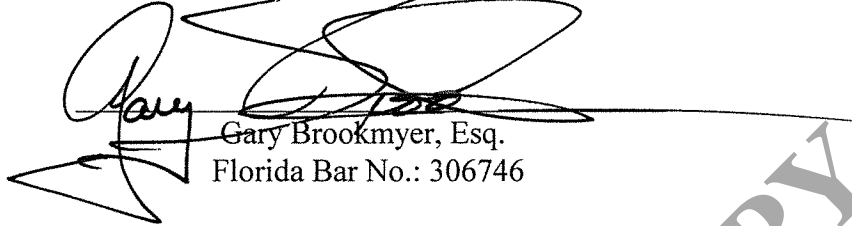
27. GEDDES have been damaged in the amount of Four Hundred Thousand Dollars (\$400,000) as a direct and proximate result of the fraudulent misrepresentations made by Harold Seigel, and Two Hundred Thousand Dollars (\$200,000) of same being attributable to Eagle Financial and Argyle Coin, LLC respectively. In other words, each corporation received Two Hundred Thousand Dollars (\$200,000) based on misrepresentations made by Harold Seigel and for which total amount Harold Seigel has liability and each corporation has joint and several liability with Harold Seigerl for the sum that each received (i.e. \$200,000).

WHEREFORE, the Movant respectfully requests that a Final Judgment entered in their favor for damages, Court costs, reasonable attorney’s fee, such other and further relief as the Court may deem just and proper in the premises.

Dated: May 6, 2019.

BROOKMYER, HOCHMAN, PROBST & JONAS, P.A.
3300 PGA Blvd., Suite 500
Palm Beach Gardens, FL 33410
Telephone: 561/624-2110
Facsimile: 561/624-2425

Primary Email: gary@brookmyerlaw.com



Gary Brookmyer, Esq.
Florida Bar No.: 306746

NOT A CERTIFIED COPY

EAGLE FINANCIAL DIAMOND GROUP INC

125 Worth Ave Suite 203 Palm Beach FL 33480

CONTRACT FOR INVESTMENT

This Contract for Investment is entered into between the following parties: Eagle Financial Diamond Group, Inc. (Eagle) a Florida company located at 125 Worth Avenue, Suite 203, Palm Beach, Florida, 33480 and Don and Anna Geddes, individuals located at: Unit 12 53522 Range Road 2723 Spruce Grove, AB, T7X3N2, Canada.

We, Don and Anna Geddes, agree to enter into a one-time partnership with Eagle towards a certain Rough Diamond Parcel owned and safeguarded by Eagle. Said Rough Diamond Parcel is herein described as: 50 carat Parcel of Pink Rough Diamonds. Said Rough Diamonds Parcel is valued at: EIGHT MILLION FIVE HUNDRED THOUSAND U.S DOLLARS (U.S. \$8,500,000.00)

The amount the Investor agrees by signing this contract is:
U.S. DOLLARS: \$200,000.00

The Terms of this Agreement are: Once the funds become available on Eagle Financial Diamond Group INC bank account, the investment shall take place over an eighteen (18) month period whereby Eagle will cut, polish and grade said Rough Diamond Parcel. Eagle requires a certain amount of time (Reserved to the discretion of Eagle) to sell said parcel at profit and by way of this Contract warrants a 100% return to Don and Anna Geddes, on said investment in addition to return of the initial principal.

Afore said 100% return and initial principal shall be returned to Investor EIGHTEEN (18) months after execution of this agreement or as otherwise agreed by both parties by amendment to this agreement. See ANNEX I #4.



Harold Seigel, Partner



Don Geddes



Anna Geddes

8/29/16
Date

Aug 29 /16
Date

Eagle Financial Diamond Group, Inc.

EXHIBIT

A

tabbler



This Contract is entered in February 22, 2018 between ARGYLE COIN LLC, a Company formed under the laws of the Florida State, with its Head Office located at: 125 Worth Avenue, Suite 203, Palm Beach, Florida 33480, referred to herein as the COMPANY, and Don and Anna Geddes, located at: 4801 55th Ave Stoney Plain, AB t7z1b4 referred to herein as the INVESTOR.

CONSIDERING

The Contract of participation, which allows the parties invest in a real and specific economic asset.

Since the INVESTOR after knowing and studying the Project, knowing the opportunities and risks, is interested in investing and therefore has provided the COMPANY a total of funds in the amount of Two hundred Thousand Dollars (U.S. \$ 200,000.00). And between the parties they agree that the COMPANY will deliver 20,000.00 Argyle Coins worth Ten dollars (U.S. \$ 10.00) each at the time of launching the Currency to the market on February 15th, 2018.

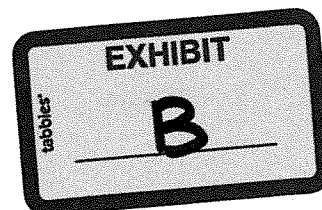
TERMS

Both parties formalize the present Agreement regarding this operation consisting of the "Argyle Coin" Project. This project will be limited exclusively to the activity of launching and later administration of the cryptocurrency "Argyle Coin".

Effective Date: This Agreement shall enter into force on the date mentioned above.

MISCELLANEOUS

- A. The COMPANY assumes no liability under this Agreement, except to provide services provided therein in good faith.
- B. The INVESTOR and the COMPANY are not partners or in joint ventures with each other, and nothing in this Agreement shall be construed as converting them into partners or co-insurers or imposing any liability as such on any of them.
- C. Any notice, report or other communication required or permitted under this Agreement shall be made in writing, unless the party to whom any other method of giving such notice, report or other communication has been given and delivered to the addresses of the parties to this Agreement mentioned above.
- D. This agreement shall not be changed, modified, terminated or downloaded in whole or in part, except by a written instrument signed by both parties to this Agreement, of their respective successors or assigns, or otherwise as provided herein Contract.





CONFIDENTIALITY CLAUSE

Both Parties undertake to maintain absolute confidentiality regarding the content of the Agreement, nature or other information that relates to the "Argyle Coin"

JOSE AMAN
Argyle Coin LLC

Signature

Don and Anna Geddes

WIRE TRANSFER INFO

ARGYLE COIN LLC - 125 Worth Avenue Suite 203, Palm Beach, FL 33480

PNC BANK - [REDACTED] N University Dr, Tamarac, FL 33321

Account #: [REDACTED]

Routing #: [REDACTED]

NOT A CERTIFIED COPY