

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

SHAWN ROBOTKA, derivatively on behalf of
KAIZEN SOLUTIONS INTERNATIONAL, LLC
and individually,

Case No.: _____

Plaintiff,

v.

KAIZEN SOLUTIONS INTERNATIONAL, LLC,
a Florida limited liability company,
a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC,
ADD HELIUM, LLC, a wholly owned subsidiary of
Kaizen Solutions International, LLC,
ONCOURSE TRAINING, LLC,
a wholly owned subsidiary of Kaizen Solutions
International, LLC,
and PETER SOTIS, as managing member of
Kaizen Solutions International, LLC and individually,

Defendants.

VERIFIED COMPLAINT

Plaintiff **SHAWN ROBOTKA** ("ROBOTKA"), derivatively on behalf of KAIZEN SOLUTIONS INTERNATIONAL, LLC and individually, by and through his undersigned counsel, hereby sues Defendants **KAIZEN SOLUTIONS INTERNATIONAL, LLC** a/k/a **KAIZEN INTERNATIONAL SOLUTIONS, LLC** ("KAIZEN"), **ADD HELIUM, LLC** ("ADD HELIUM"), **ONCOURSE TRAINING, LLC** ("ONCOURSE") and **PETER SOTIS** ("SOTIS"), as managing member of Kaizen Solutions International, LLC and individually, and alleges:

PERLMAN, BAJANDAS, YEVOLI & ALBRIGHT, P.L.

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Jurisdiction, Venue and Parties

1. This is an action for, *inter alia*, judicial dissolution pursuant to Chapter 605, Fla. Stat., injunctive relief, and for damages in excess of Fifteen Thousand Dollars (\$15,000.00) exclusive of interest, attorney's fees and costs.
2. Plaintiff ROBOTKA is a member and minority shareholder of KAIZEN, and is otherwise *sui juris*.
3. Defendant KAIZEN is a limited liability company organized under the laws of the State of Florida, with its principal place of business located at 3590 NW 54th Street, Suite 1, Fort Lauderdale, Broward County, Florida.
4. Defendant ADD HELIUM is a limited liability company organized under the laws of the State of Delaware, is a wholly owned subsidiary and alter ego of KAIZEN, with its principal place of business located at 3590 NW 54th Street, Suite 1, Fort Lauderdale, Broward County, Florida.
5. Defendant ONCOURSE is a limited liability company organized under the laws of the State of Delaware, is a wholly owned subsidiary and alter ego of KAIZEN, with its principal place of business located at 3590 NW 54th Street, Suite 1, Fort Lauderdale, Broward County, Florida.
6. Defendant SOTIS is a resident of Florida, is the managing member and majority shareholder of KAIZEN, and is otherwise *sui juris*.
7. Venue is proper in Broward County, Florida pursuant to § 605.0703, Fla. Stat., as the limited liability company's principal office is located in Broward County, and pursuant to Article 9.9 of KAIZEN's Operating Agreement.

General Allegations

Formation and Structure of Kaizen Solutions International LLC

8. On March 17, 2016, Plaintiff ROBOTKA and Defendant SOTIS entered into an Operating Agreement, attached hereto as Exhibit "A", setting forth the terms of operation of KAIZEN.

9. The Operating Agreement provides, in relevant part, that:

- a. The primary purpose of the company is to own and operate a business management company, and the company may engage in and do any act concerning any or all lawful business; *See Article 1.2*
- b. The managing member shall not do any act in contravention to the Operating Agreement; *See Article 3.2(a)*
- c. The managing member shall not possess company property assets for anything other than a company purpose; *See Article 3.2(b)*
- d. Each member shall have free access and the right to inspect and copy the books of account and all records of the company; *See Article 4.1*

10. SOTIS is the managing member and majority shareholder of KAIZEN, owning eighty percent (80%) thereof.

11. ROBOTKA is the only other member of KAIZEN, and is a minority shareholder owning the remaining twenty percent (20%).

12. KAIZEN is the sole owner of ADD HELIUM and ONCOURSE, which both operate as alter egos of KAIZEN, operating out of the same principal location, comingling their operations and finances, and utilizing the same employees.

13. KAIZEN, ADD HELIUM and/or ONCOURSE own and/or operate numerous other entities and assets including, but not limited to, Rebreather World, LLC, a wholly owned subsidiary and alter ego of ADD HELIUM, in addition to TruDive, Add Helium Training, Add Helium Travel, TRERO, and The Deco Shop.

14. Each of the foregoing similarly operates as an alter ego of KAIZEN, ADD HELIUM and/or ONCOURSE, operating out of the same principal location, comingling their operations and finances, and utilizing the same employees.

15. SOTIS is the managing member of each of the foregoing companies and maintains access and control over all of the companies' respective financial accounts.

16. Finally, KAIZEN and/or its subsidiaries own a storage unit located at 2290 NW 19th Street, Fort Lauderdale, FL 33311, Unit 006.

**Peter Sotis' Unlawful and Improper Conduct of
Company Activities and Affairs**

17. KAIZEN's operations (together with ADD HELIUM, ONCOURSE and their respective subsidiaries) include, *inter alia*, the sale and shipment of "rebreathers," "diver propulsion devices," and other dive equipment, and training for use of all such equipment.

18. A rebreather, also known as a "closed circuit scuba," is a breathing apparatus that absorbs the carbon dioxide of a user's exhaled breath to allow the recycling of the substantially unused oxygen content.

19. Rebreathers are notable in that the equipment exhausts few or no bubbles and provides for stealth and extended bottom times, making the equipment beneficial for military application.

20. Diver propulsion devices are propeller-driven vehicles that are often used in conjunction with rebreathers for increased underwater range.

21. Some of the rebreathers and diver propulsion devices sold and shipped by KAIZEN are considered "military-grade" and are controlled items subject to certain arms embargoes between the United States and countries with ties to terrorism ("Arms Embargo") and/or other prohibitions on the sale or trade of these items into foreign countries. An export license is required before such controlled items may be shipped.

22. In early 2016, an order was placed to KAIZEN for rebreathers and diver propulsion devices for ultimate delivery to a customer in Libya.

23. On or about May 27, 2016, ROBOTKA informed SOTIS regarding his concerns as to the potential unlawful nature of the shipment.

24. Then, on or about July 1, 2016, KAIZEN contacted the United States Department of Commerce to determine whether such shipment would be legal.

25. On or about August 4, 2016, a meeting took place between KAIZEN and multiple United States government agencies including the United States Department of Commerce and the Department of Homeland Security ("Homeland Security") instructing that the shipment was, in fact, unlawful.

26. SOTIS, however, refused and/or otherwise failed to attend such meeting, but was again informed afterward that rebreathers are a controlled item and that the government agencies prohibited the sale of such items to Libya either directly or through a third party.

27. Unbeknownst to ROBOTKA, on August 9, 2016, SOTIS willfully, wantonly and unlawfully allowed the shipment of rebreathers to be sent to the customer in Libya.

28. Also unbeknownst to ROBOTKA, SOTIS was aware that the Libyan customer was a known militant in the region.

29. On or about August 24, 2016, the Federal Bureau of Investigation ("FBI") and Homeland Security met with KAIZEN to seize the illegal shipment of rebreathers and diver propulsion devices. During the meeting, it was learned that SOTIS had caused the equipment to be shipped notwithstanding instructions not to do so, and without consulting ROBOTKA.

30. As a result of such willful and wanton disregard of the government agencies' prohibition, and apparent disregard for the potential harm that could be caused to innocent life through the use of such devices by foreign militants, SOTIS has subjected KAIZEN to substantial liability.

31. By conducting unlawful activity through KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries, and by ignoring the demands of ROBOTKA, the Department of Commerce, the FBI, and Homeland Security, SOTIS willfully and wantonly caused irreparable injury not only to KAIZEN, but also to ROBOTKA and to KAIZEN's employees and subsidiaries.

Additional Wrongful Action by Peter Sotis

32. In addition to the unlawful sale and shipment of rebreathers and diver propulsion devices, SOTIS has conducted additional willful, wanton and wrongful activity through KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries, without the knowledge or consent of ROBOTKA. Such activities include, but are not limited to:

- a. Maintaining exclusive control and dominion over KAIZEN's, ADD HELIUM's, ONCOURSE's and their subsidiaries' financial accounts and denying ROBOTKA access thereto;

- b. Using the companies' financial accounts for his own personal expenses such as purchases at gas stations, restaurants, bars, grocery stores, and clothing vendors in contravention to Article 3.2(b) of the Operating Agreement;
- c. On or about October 24, 2016, misrepresenting to ROBOTKA that the company had no funds, and inducing ROBOTKA to provide a loan in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars (\$44,975.00);
- d. Repeatedly taking out substantial draws from the company for his own personal use, while representing that KAIZEN and its subsidiaries had no funds to pay any draws to ROBOTKA;
- e. Upon information and belief, withdrawing funds from KAIZEN for personal use;
- f. Purchasing and selling non-DOT compliant scuba tanks and, subsequently, mislabeling the non-compliant scuba tanks to conceal their non-compliant nature;
- g. Changing the locks at ADD HELIUM and refusing to provide ROBOTKA with access thereto;
- h. Between December 19, 2016 and December 21, 2016, deactivating ROBOTKA's debit cards to the companies' accounts; and
- i. Upon information and belief, using one of the few remaining company debit card for his own personal use.

33. As a result of the foregoing, SOTIS has damaged and continues to damage ROBOTKA, individually, and the limited liability company by subjecting ROBOTKA, the company and its employees and subsidiaries to potential criminal charges, by wasting company assets, by causing the companies to participate in illegal and reprehensible activities, and by inducing ROBOTKA to provide loans to the company/SOTIS upon misrepresentations.

34. Due to the fact that SOTIS is the managing member of the company and the only member other than ROBOTKA, any demand to enforce KAIZEN's rights pursuant to § 605.0802, Fla. Stat., would be futile.

35. SOTIS' continued actions further subject KAIZEN, ADD HELIUM, ONCOURSE and their subsidiaries to irreparable injury and continue to damage ROBOTKA.

36. ROBOTKA has retained the undersigned attorneys and has agreed to pay a reasonable fee for their services.

Count I – Judicial Dissolution
(ROBOTKA, individually, against KAIZEN and its subsidiaries)

37. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

38. SOTIS, the managing member of KAIZEN, has willfully and wantonly conducted the company's activities and affairs in an unlawful manner, including but not limited to unlawfully selling military-grade company assets to a country prohibited from receiving the same.

39. SOTIS has subjected the company to an investigation for illegal conduct by various government agencies and by law enforcement.

40. These illegal activities were carried out by SOTIS without ROBOTKA's knowledge and/or consent, and despite demand to cease such unlawful activity by ROBOTKA, the Federal Bureau of Investigation, the United States Department of Commerce, and the Department of Homeland Security.

41. Moreover, SOTIS has willfully and wantonly:

- a. Excluded ROBOTKA from accessing any company financial accounts and/or financial information;

- b. Deactivated ROBOTKA's company debit cards;
- c. Wasted and misappropriated the company's financial accounts for his own personal benefit;
- d. Maintained exclusive control and dominion over the financial accounts;
- e. Changed locks to the company and failed to provide ROBOTKA with a new key thereto; and
- f. Purchased and sold non-DOT compliant scuba tanks;
- g. Mislabeled non-DOT compliant scuba tanks to hide their non-compliant nature; and
- h. Engaged and/or attempted to engage in additional illegal activities.

42. SOTIS' actions have caused a deadlock in the lawful management of the company and threaten irreparable injury thereto.

WHEREFORE, Plaintiff SHAWN ROBOTKA, respectfully demands a decree of dissolution as to KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC pursuant to § 605.0705, Fla. Stat., and requests that the Court enter a judgment:

- a. Directing the winding up and liquidation of the limited liability company's activities and affairs in accordance with §§ 605.0709-605.0713, Fla. Stat.;
- b. Issuing an injunction preserving the limited liability company's assets wherever located and preventing SOTIS and/or KAIZEN from wasting, misappropriating and/or using KAIZEN's assets and/or the assets of its subsidiaries, including but not limited to,

- i. those assets located in the Bank of America accounts owned by KAIZEN, ADD HELIUM, ONCOURSE and/or its subsidiaries with account numbers ending in 4390, 0874, 4374, 7779, 4361, 0861, 4332, and 4387;
- ii. those assets located in the PayPal account owned by ADD HELIUM with merchant account ID number ending in MMDL;
- iii. those assets located within the storage unit at 2290 NW 19th Street, Fort Lauderdale, FL 33311, Unit 006;
- iv. those assets located at KAIZEN's principal place of business at 3590 NW 54th Street, Suite 1, Fort Lauderdale, FL 33309; and
- v. those assets located at any other property owned and/or used by KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries;
- c. Appointing a receiver pursuant to § 605.0704, Fla. Stat.;
- d. Requiring an accounting of the limited liability company's assets;
- e. Awarding Plaintiff his reasonable attorney's fees and costs pursuant to Article 9.12(d) of the Operating Agreement; and
- f. Granting any further relief the Court deems just and proper.

Count II – Permanent Injunctive Relief
(ROBOTKA, derivatively and individually, against all parties)

43. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

44. SOTIS maintains exclusive control and dominion over KAIZEN's, ADD HELIUM's, ONCOURSE's and their subsidiaries' financial accounts, using such accounts for his

own personal expenses and for unlawful activity, thereby causing damage to ROBOTKA, KAIZEN, and KAIZEN's subsidiaries.

45. ROBOTKA, as a member and shareholder of KAIZEN, has a clear legal right to preserve the assets thereof and to prevent waste and misappropriation and to prevent assets of the company from being used to illegally supply known foreign militants with military-grade equipment.

46. ROBOTKA and KAIZEN lack an adequate remedy at law as the company's assets may be seized and/or entirely depleted as a result of SOTIS' personal expenditures coupled with SOTIS' unlawful business activities and affairs.

47. Irreparable harm to KAIZEN, ROBOTKA and KAIZEN's employees and subsidiaries will arise absent injunctive relief including, but not limited to, depletion and/or seizure of the company's assets, and potentially being subject to criminal charges.

WHEREFORE, Plaintiff SHAWN ROBOTKA respectfully demands the Court enter a judgment against KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC, ADD HELIUM, LLC, ONCOURSE TRAINING, LLC and PETER SOTIS :

- a. Issuing a permanent injunction enjoining Defendant PETER SOTIS from wasting, misappropriating, and/or expending the assets of KAIZEN and/or its subsidiaries including:
 - i. those assets located in the Bank of America accounts owned by KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries with account numbers ending in 4390, 0874, 4374, 7779, 4361, 0861, 4332, and 4387;

- ii. those assets located in the PayPal account owned by ADD HELIUM with merchant account ID number ending in MMDL;
 - iii. those assets located within the storage unit at 2290 NW 19th Street, Fort Lauderdale, FL 33311, Unit 006;
 - iv. those assets located at KAIZEN's principal place of business at 3590 NW 54th Street, Suite 1, Fort Lauderdale, FL 33309; and
 - v. those assets located at any other property owned and/or used by KAIZEN, ADD HELIUM, ONCOURSE and/or any of their subsidiaries;
- b. Awarding Plaintiff his reasonable attorney's fees and costs; and
 - c. Granting any further relief the Court deems just and proper.

Count III – Accounting and/or Inspection of Records Pursuant to § 605.0411, Fla. Stat.
(ROBOTKA, individually, against KAIZEN, ADD HELIUM and ONCOURSE)

48. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

49. ROBOTKA, as a member and shareholder of KAIZEN, has a right to an accounting of KAIZEN's assets and/or inspection of KAIZEN's books and records pursuant to the Operating Agreement and § 605.0411, Fla. Stat.

50. Notwithstanding ROBOTKA's right to an accounting, SOTIS has willfully and wantonly refused to provide the same, and has excluded ROBOTKA from accessing KAIZEN's financial accounts and information.

WHEREFORE, Plaintiff SHAWN ROBOTKA, respectfully demands that the Court enter a judgment requiring an accounting and/or inspection of the books and records of KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC,

including those of ADD HELIUM, LLC, ONCOURSE TRAINING, LLC, and all of their respective subsidiaries; awarding Plaintiff his reasonable attorney's fees and costs pursuant to the Operating Agreement and/or § 605.0411(2), Fla. Stat.; and granting any further relief the Court deems just and proper.

Count IV – Appointment of Receiver
(ROBOTKA, individually, against KAIZEN, ADD HELIUM and ONCOURSE)

51. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

52. In his role as managing member of KAIZEN, SOTIS has fraudulently, willfully and wantonly:

- a. Conducted unlawful activities and affairs by selling and shipping military-grade equipment to a country subject to an Arms Embargo and/or other trade prohibitions;
- b. Wasted and misappropriated company assets on personal expenditures;
- c. Excluded ROBOTKA from the company's financial accounts, despite ROBOTKA having a right thereto;
- d. Purchased and sold non-DOT compliant scuba tanks;
- e. Mislabeled non-DOT compliant scuba tanks to hide their non-compliant nature; and
- f. Changed the locks to the Add Helium LLC location, and failed to provide ROBOTKA with a new key thereto.

53. As a result of SOTIS' conduct, judicial supervision of the winding up of KAIZEN is necessary.

WHEREFORE, Plaintiff SHAWN ROBOTKA, respectfully demands that the Court enter a judgment appointing a receiver pursuant to § 605.0704, Fla. Stat., to supervise the winding up of

KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC, and to perform any necessary actions associated therewith; awarding Plaintiff his reasonable attorney's fees and costs; and granting any further relief the Court deems just and proper.

Count V – Breach of Operating Agreement
(ROBOTKA, individually, against SOTIS)

54. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

55. SOTIS and ROBOTKA entered into an Operating Agreement for KAIZEN on March 17, 2016. A true and correct copy of the Operating Agreement is attached hereto as Exhibit "A".

56. The Operating Agreement provides, in relevant part, that:

- a. The company may engage in and do any act concerning any or all lawful purposes pursuant to Article 1.2;
- b. The managing member shall not do any act in contravention to the Operating Agreement pursuant to Article 3.2(a);
- c. The managing member shall not possess company property for anything other than company purposes pursuant to Article 3.2(b); and
- d. Members shall have free access and the right to inspect and copy the company's books of account and all records of the company pursuant to Article 4.1.

57. In breach thereof, SOTIS has:

- a. Has willfully and wantonly conducted unlawful activities and affairs in the name of the company in breach of Article 1.2 and 3.2(a);
- b. Has used company assets to make personal, non-company expenditures in breach of Article 3.2(b);
- c. Upon information and belief, has sent company inventory and other equipment to Mexico, where, upon information and belief, SOTIS has absconded with such items in breach of Article 3.2(b);
- d. Has refused to allow ROBOTKA access to inspect and copy the company's books of accounts and records despite demand, in breach of Article 4.1;
- e. Has breached the implied covenant of good faith in fair dealing by using company assets in his own self-interest, refusing to abide by federal laws, fraudulently inducing ROBOTKA to loan approximately Forty Five Thousand Dollars (\$45,000.00) to the company, and excluding ROBOTKA from the company's assets and operations; and
- f. Has attempted to use company assets to supply military-grade equipment to persons known to be foreign military combatants.

58. As a result of the foregoing breaches, SOTIS has damaged KAIZEN and ROBOTKA, including mismanagement and misappropriation of ROBOTKA's loan in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars (\$44,975.00), dissipation of ROBOTKA's contribution to the company of One Hundred Thousand Dollars (\$100,000.00), and damaging KAIZEN's goodwill.

WHEREFORE, Plaintiff SHAWN ROBOTKA, demands that the Court enter a judgment against PETER SOTIS awarding Plaintiff damages including pre-judgment interest; awarding Plaintiff his reasonable attorney's fees and costs pursuant to the Operating Agreement; and granting any further relief this Court deems just and proper.

Count VI – Breach of Fiduciary Duty
(ROBOTKA, derivatively and individually, against SOTIS)

59. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36, and paragraphs 55 through 58 as though fully set forth herein.

60. As managing member of KAIZEN, SOTIS owed a fiduciary duty to the company and its members, including ROBOTKA.

61. SOTIS breached his fiduciary duty by:

- a. Fraudulently, willfully and wantonly conducting unlawful activities and affairs in the name of the company and its subsidiaries;
- b. Using company assets to make personal, non-company expenditures;
- c. Refusing to allow ROBOTKA access to inspect and copy the company's books of accounts and records despite demand;
- d. Using company assets in his own self-interest;
- e. Refusing to abide by federal laws;
- f. Fraudulently inducing ROBOTKA to loan approximately Forty Five Thousand Dollars (\$45,000.00) to the company;
- g. Excluding ROBOTKA from the company's assets and operations.

62. As a result of the foregoing breaches, SOTIS has damaged KAIZEN, KAIZEN's subsidiaries, and ROBOTKA, including mismanagement and misappropriation of ROBOTKA's

loan in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars (\$44,975.00), dissipation of ROBOTKA's contribution to the company of One Hundred Thousand Dollars (\$100,000.00), and damaging KAIZEN's goodwill.

WHEREFORE, Plaintiff SHAWN ROBOTKA, demands the Court enter a judgment against PETER SOTIS awarding Plaintiff his damages including pre-judgment interest; awarding Plaintiff his reasonable attorney's fees and costs pursuant to the Operating Agreement; and granting any further relief this Court deems just and proper.

Count VII – Fraudulent Misrepresentation and Omission
(ROBOTKA, individually, against KAIZEN and SOTIS)

63. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

64. SOTIS represented to ROBOTKA that KAIZEN and its subsidiaries lacked any funds to operate the business and to purchase necessary assets.

65. At all times relevant hereto, SOTIS knew the falsity of such misrepresentation.

66. Similarly, at such time, SOTIS knew and failed to advise ROBOTKA that SOTIS was siphoning funds from KAIZEN and its subsidiaries for his own personal use.

67. SOTIS made the foregoing representation and omission in order to induce ROBOTKA to make a loan to the company.

68. In justifiable reliance thereon, and to his detriment, ROBOTKA made a loan to the company in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars (\$44,975.00).

69. As a result, ROBOTKA has been damaged.

WHEREFORE, Plaintiff SHAWN ROBOTKA, demands the Court enter a judgment against Defendants KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC and PETER SOTIS for damages including pre-judgment interest; awarding Plaintiff his reasonable attorney's fees and costs; and granting any further relief the Court deems just and proper.

Dated: December 22, 2016.

Respectfully submitted,



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*Counsel for Plaintiffs, Shawn Robotka and
Kaizen Solutions International LLC*

VERIFICATION

Under the penalties of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

Dated: December 22, 2016.


SHAWN ROBOTKA