

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO. 11-CV-21467-CIV-MOORE

ARCHANGEL TRADING LLC and GIANNI)
GELLEN,)

Plaintiffs,)

v.)

BROOKSTONE PARTNERS ACQUISITION,)
LLC, MJT PARK INVESTORS, INC.,)
and MICHAEL TOPOREK,)

Defendants.)

AMENDED COMPLAINT¹

Plaintiffs, ARCHANGEL TRADING LLC (“ARCHANGEL”) and GIANNI GELLEN (“Mr. Gelleni”) (collectively referred to as “the Plaintiffs”), by and through their undersigned counsel, sue Defendants, BROOKSTONE PARTNERS ACQUISITION, LLC (“Brookstone”), MJT PARK INVESTORS, INC. (“MJT Park”) and MICHAEL TOPOREK (“Mr. Toporek”) (collectively referred to as “the Defendants”), and allege, as follows:

INTRODUCTION

1. This is an action for damages for fraud, negligence and breach of fiduciary duty, arising out of certain private equity investments that Plaintiff made in funds that were promoted

¹ Pursuant to Rule 15(a)(1)(B), this Amended Complaint is filed as a matter of course within 21 days after service of Defendant, Brookstone Partners Acquisition, LLC’s responses to the initial Complaint in this case.

and sold by Brookstone Partners, LLC, MJT Park Investors, Inc., and the principal of those two entities, Michael Toporek. These funds were represented to the Plaintiffs and their representatives as being safe, secure and sound investments by the Defendants and their agents, when in truth and in fact they were anything but that. The Plaintiffs have recently discovered that the investments may well have been dissipated or become virtually worthless, and that the Defendants have been unwilling or unable to provide adequate explanations as to the status and use of the investments.

PARTIES

2. Plaintiff, ARCHANGEL TRADING LLC, is a Delaware limited liability company with its registered office in Wilmington, Delaware.

3. Plaintiff, GIANNI GELLEN, is a Venezuelan citizen. Mr. Gellen is the ultimate beneficial owner of ARCHANGEL.

4. Defendant, BROOKSTONE PARTNERS ACQUISITION, LLC, is a Delaware limited liability company with its principal place of business at 317 Madison Avenue, Suite 405, New York, New York. Brookstone's sole member is MJT Park.

5. Defendant, MJT PARK INVESTORS, INC., is a Delaware corporation with its principal place of business at 317 Madison Avenue, Suite 405, New York, New York. MJT Park was formed in November 2000 for the purpose of managing and advising with respect to private equity investments. MJT Park provides, and at all relevant times has provided, administrative and management services to the funds into which ARCHANGEL's money was invested. MJT Park is the parent company of Brookstone. MJT Park is owned and controlled by Mr. Toporek.

6. Defendant, MICHAEL TOPOREK, is the Managing General Partner of Brookstone. Mr. Toporek also owns and controls MJT Park, which is Brookstone's parent

company. According to Brookstone's website, Mr. Toporek founded Brookstone in 2003, helps to manage all aspects of the firm's activities, and is primarily responsible for investment decisions and portfolio company management and development. Mr. Toporek is a natural person who resides in the State of New York.

JURISDICTION & VENUE

7. Pursuant to 28 U.S.C. § 1332, this Court has jurisdiction over this case, because the parties are of diverse citizenship and the matter in controversy exceeds seventy-five thousand dollars (\$75,000.00), exclusive of interest, costs, and attorneys' fees.

8. Pursuant to 28 U.S.C. § 1391, venue is proper in this District, because a substantial part of the events, misrepresentations and omissions giving rise to the claims asserted in this case occurred in this District, and particularly in Miami-Dade County, Florida. Furthermore, at least one of the named defendants was subject to personal jurisdiction in this District at the time this action was commenced. Additionally, Brookstone chose the United States District Court for the Southern District of Florida as the venue and forum for this case by removing it to this District from state court in Miami-Dade County, Florida, pursuant to 28 U.S.C. § 1441 *et seq.*

9. Pursuant to Fla. Stat. § 48.193(1)(a) & (b), Brookstone, MJT Park, and Mr. Toporek were subject to personal jurisdiction in Florida at the time this action was commenced, and are subject to personal jurisdiction in Florida, because they (a) operated, conducted, engaged in or carried on a business venture in Florida, and (b) because they, personally or through an agent, committed tortious acts within Florida, and the claims in this action arise out of such conduct.

FACTUAL ALLEGATIONS

10. Brookstone holds itself out as being a private equity firm that seeks to acquire companies or invest in growth equity situations in the middle market.

11. Brookstone would raise funds from private investors in order to make private equity investments in companies. The private equity investments would purportedly be made through a limited liability company – the Brookstone Investment Vehicles – formed for that specific purpose.

12. Brookstone and Mr. Toporek and their agents actively solicited Mr. Gelleni, the ultimate beneficial owner of ARCHANGEL, to invest with Brookstone.

13. ARCHANGEL was formed in 2003, at the request of Brookstone and with the assistance of Brookstone's General Counsel, in order to invest ARCHANGEL's ultimate beneficial owner's money in certain investments that were being promoted by Brookstone.

14. Between 2003 and 2006, ARCHANGEL made a series of investments in the Brookstone Investment Vehicles that totaled \$4,095,000 in capital invested.

15. ARCHANGEL invested \$1,000,000 in Brookstone Partners Acquisition XI in 2003. The purpose of Brookstone Partners Acquisition XI was ostensibly to make a private equity investment in Stonehouse Building Products, a manufacturer and distributor of building products.

16. ARCHANGEL invested \$300,000 in Brookstone Partners Acquisition XI(B) in 2003. The purpose of Brookstone Partners Acquisition XI(B) was ostensibly to make an additional private equity investment in Stonehouse Building Products, LLC.

17. ARCHANGEL invested \$1,350,000 in Brookstone Partners Acquisition XII in 2003. The purpose of Brookstone Partners Acquisition XII was ostensibly to make a private equity investment in Gemeinhardt Company, a manufacturer of flutes and piccolos.

18. ARCHANGEL invested \$945,000 in Brookstone Partners Acquisition XIII in 2005. The purpose of Brookstone Partners Acquisition XIII was ostensibly to make a private equity investment in Anomatic Corporation, a provider of high-volume anodized aluminum packaging components and custom decorative assemblies to packaging companies in the cosmetics industry.

19. ARCHANGEL invested \$500,000 in Brookstone Partners Acquisition XIV in 2006. The purpose of Brookstone Partners Acquisition XIV was ostensibly to make a private equity investment in Instone, a wholesale distributor of Owens Corning's "Cultured Stone" building product.

20. In addition, after the initial investments were made, the Plaintiffs responded to certain "capital calls" and provided additional money to Brookstone.

21. At the time the Plaintiffs' investments were made, the Defendants and their agents represented to the Plaintiffs and their representatives that the objective of the investments was to purchase inexpensive, excellent, but mismanaged companies, and then to resell them at a profit in the short term.

22. Further, the Defendants and their agents represented to the Plaintiffs and their representatives that the investments were safe, secure and sound investments; that the Plaintiffs' capital would be protected; and that the Plaintiffs could expect to make substantial returns on their investments in a short period of time.

23. Specifically, the Defendants, personally and through their agents, made the following misrepresentations to the Plaintiffs and their representatives in person in Miami, Florida, and over the telephone in calls to or from Miami, Florida:

- a. the Plaintiffs were promised a good return on their investment capital in the same year of the investment;
- b. the Plaintiffs were promised a 4x, 5x, 6x or even a 7x total return on the amount invested;
- c. the Plaintiffs were promised that the companies being acquired by Brookstone were good companies that had an excellent prospect of being sold individually or as a group; and
- d. the Plaintiffs and their representatives have been repeatedly reassured between 2003 and present about the safety of the investments.

24. In addition, the Defendants failed to disclose material information about the Brookstone Investments to the Plaintiffs. For instance, the Defendants failed to disclose to the Plaintiffs that the companies purchased or invested in by Brookstone were in fact in precarious financial conditions, were risky investments, and not suitable for the Plaintiffs.

25. The Defendants had a duty to disclose material information to the Plaintiffs. Once the investments in the Brookstone Investment Vehicles were made, Brookstone, MJT Park and Mr. Toporek, collectively and individually, owed the Plaintiffs a fiduciary duty in their management and operation of the Brookstone Investment Vehicles, which also gives rise to a duty of disclosure.

26. The Plaintiffs only recently discovered the Defendants' misrepresentations and omissions when it was unable to obtain information or explanations from the Defendants about the use and disposition of the Plaintiffs' funds.

27. Specifically, after the first quarter of 2010, Brookstone failed to provide the Plaintiffs and their representatives with promised disclosures and updates on the status of the investments and the condition of the companies invested in by Brookstone. In addition, Brookstone failed to provide the Plaintiffs and their representatives with the necessary IRS Form K-1 (the IRS form used by S-Corporations to report a shareholder's distributed share of income) on a timely basis for 2009 for the Brookstone Investment Vehicles.

28. ARCHANGEL's accountant wrote to defendants on June 30, 2010 and requested, among other things, copies of the year end 2009 financial statements and interim statements for 2010. The Defendants were unwilling or unable to provide these documents, which would have allowed the Plaintiffs to confirm the true financial state of the companies.

29. Further, ARCHANGEL's accountant requested the Form K-1 for the years 2007 and 2009 for the Brookstone Investment Vehicle invested in Gemeinhardt Company. The Defendants were unwilling or unable to provide ARCHANGEL's accountant with these documents and were unwilling or unable to provide an explanation for why the company had no activity in 2007.

30. Further, ARCHANGEL's accountant requested an explanation for why the Federal Employer Identification Number (EIN) for Gemeinhardt changed on the Form K-1's from 2004 to 2005. The Defendants were unwilling or unable to provide ARCHANGEL's accountant with an explanation.

31. Further, ARCHANGEL's accountant requested the Form K-1 for the year 2009 for the Brookstone Investment Vehicle invested in Instone. The Defendants were unwilling or unable to provide these documents.

32. Accordingly, any running of the respective limitations periods on ARCHANGEL's causes of action has been tolled until the discovery of the Defendants' misconduct, which occurred after June 2010.

COUNT I
(Breach of Fiduciary Duty)

33. The Plaintiffs repeat and reallege the allegations of paragraphs 1 through 32, as if fully set forth therein verbatim.

34. Defendants, Brookstone, MJT Park and Mr. Toporek, initiated, fostered and at all relevant times have had a fiduciary relationship with the Plaintiffs.

35. Defendants, Brookstone, MJT Park and Mr. Toporek, undertook to counsel, advise and protect the Plaintiffs with respect to the Brookstone Investment Vehicles.

36. The Plaintiffs were induced by Defendants, Brookstone, MJT Park and Mr. Toporek, to depend upon them with respect to the Brookstone Investment Vehicles.

37. The Plaintiffs depended upon Defendants, Brookstone, MJT Park and Mr. Toporek, with respect to the Brookstone Investment Vehicles.

38. Defendants, Brookstone, MJT Park and Mr. Toporek, owed fiduciary duties of care, loyalty and good faith to the Plaintiffs, arising out of the fiduciary relationship which they initiated and fostered with the Plaintiffs.

39. Defendants, Brookstone, MJT Park and Mr. Toporek, breached their fiduciary duties of care, loyalty and good faith to the Plaintiffs, by, *inter alia*, actively promoting, recommending, placing the Plaintiffs in investments which were risky and not suitable to them.

40. Defendants, Brookstone, MJT Park and Mr. Toporek, also breached their fiduciary duties of care, loyalty and good faith to the Plaintiffs, by, *inter alia*, (a) making the misrepresentations set forth above, (b) failing to disclose the material facts set forth above, and (c) otherwise mishandling and mismanaging the Brookstone Investment Vehicles.

41. Specifically, the Defendants, personally and through their agents, made the following misrepresentations to the Plaintiffs and their representatives in person in Miami, Florida, and over the telephone in calls to or from Miami, Florida:

- a. the Plaintiffs were promised a good return on their investment capital in the same year of the investment;
- b. the Plaintiffs were promised a 4x, 5x, 6x or even a 7x total return on the amount invested;
- c. the Plaintiffs were promised that the companies being acquired by Brookstone were good companies that had an excellent prospect of being sold individually or as a group; and
- d. the Plaintiffs and their representatives have been repeatedly reassured between 2003 and present about the safety of the investments.

42. Additionally, Defendants, Brookstone, MJT Park and Mr. Toporek, failed to disclose material information about the Brookstone Investments to the Plaintiffs. For instance, Defendants, Brookstone, MJT Park and Mr. Toporek, failed to disclose that the companies purchased or invested in by Brookstone were in fact in precarious financial conditions, risky investments, and not suitable for the Plaintiffs.

43. As a direct and proximate result of the aforesaid breaches of fiduciary duties by the Defendants, the Plaintiffs have suffered significant economic damages in the form of the loss

of their capital and the failure to achieve the promised (or even reasonable) rates of return on that capital investment.

44. In the context of their fiduciary relationship with the Plaintiffs, the Defendants knowingly and willfully violated the Plaintiffs' trust with wanton disregard for the Plaintiffs' rights.

45. The Defendants' reckless and wanton breaches of their fiduciary duties to the Plaintiffs are of such an egregious nature as to subject them to punitive damages.

WHEREFORE, the Plaintiffs demand judgment against the Defendants for compensatory damages, punitive and exemplary damages, the costs of this action, prejudgment and post-judgment interest, and such further relief as this Court deems just and proper.

COUNT II
(Fraudulent Misrepresentation)

46. The Plaintiffs repeat and reallege the allegations of paragraphs 1 through 32, as if fully set forth herein verbatim.

47. Defendants, Brookstone, MJT Park and Mr. Toporek, made material misrepresentations and omitted to disclose material facts to the Plaintiffs regarding the Brookstone Investment Vehicles.

48. At the time the Plaintiffs' investments were made, the Defendants and their agents falsely represented to the Plaintiffs and their representatives that the objective of the investments was to purchase inexpensive, excellent, but mismanaged companies, and then to resell them at a profit in the short term.

49. Further, the Defendants and their agents falsely represented to the Plaintiffs and their representatives that the investments were safe, secure and sound investments; that the

Plaintiffs' capital would be protected; and that the Plaintiffs could expect to make substantial returns on their investments in a short period of time.

50. Specifically, the Defendants, personally and through their agents, made the following misrepresentations to the Plaintiffs and their representatives in person in Miami, Florida, and over the telephone in calls to or from Miami, Florida:

- e. the Plaintiffs were promised a good return on their investment capital in the same year of the investment;
- f. the Plaintiffs were promised a 4x, 5x, 6x or even a 7x total return on the amount invested;
- g. the Plaintiffs were promised that the companies being acquired by Brookstone were good companies that had an excellent prospect of being sold individually or as a group; and
- h. the Plaintiffs and their representatives were repeatedly reassured about the safety of the investments.

51. In addition, the Defendants intentionally failed to disclose material information about the Brookstone Investments to the Plaintiffs. For instance, the Defendants intentionally failed to disclose that the companies purchased or invested in by Brookstone were in fact in precarious financial conditions, were risky investments, and not suitable for the Plaintiffs.

52. At the time that they made the aforementioned misrepresentations and omissions, the Defendants knew those representations were false, or made those representations knowing that they were without knowledge of their truth or falsity.

53. The Defendants intended that the Plaintiffs would rely on their statements and representations regarding the Brookstone Investment Vehicles.

54. The Plaintiffs relied upon the Defendants' misstatements, misrepresentations and omissions of material facts in its decision to make the investments in the Brookstone Investment Vehicles, to continue with those investments, and to respond to certain capital calls made by the Defendants.

55. As a result and consequence of the Plaintiffs' reliance on the Defendants' aforesaid misrepresentations and omissions, the Plaintiffs have suffered significant economic damages in the form of the loss of their capital investment and the failure to achieve the promised (or even reasonable) rates of return on that capital investment.

56. The Defendants' intentional and reckless misstatements, misrepresentations and omissions of fact are of such an egregious nature as to subject them to punitive damages.

57. Further, the Defendants' willful misrepresentations and wanton omissions of material facts are manifestly outrageous in the context of their fiduciary relationship with the Plaintiffs.

WHEREFORE, the Plaintiffs demand judgment against the Defendants for compensatory damages, punitive and exemplary damages, the costs of this action, prejudgment and post-judgment interest, and such further relief as this Court deems just and proper.

COUNT III
(Negligent Misrepresentation)

58. The Plaintiffs repeat and reallege the allegations of paragraphs 1 through 32, as if fully set forth herein verbatim.

59. Defendants, Brookstone, MJT Park and Mr. Toporek, negligently made material misrepresentations, and negligently omitted to disclose material facts to the Plaintiffs regarding the Brookstone Investment Vehicles.

60. At the time the Plaintiffs' investments were made, the Defendants and their agents negligently misrepresented to the Plaintiffs and their representatives that the objective of the investments was to purchase inexpensive, excellent, but mismanaged companies, and then to resell them at a profit in the short term

61. Further, the Defendants and their agents negligently misrepresented to the Plaintiffs and their representatives that the investments were safe, secure and sound investments; that the Plaintiffs' capital would be protected; and that the Plaintiffs could expect to make a good return on their investments in a short period of time.

62. Specifically, the Defendants, personally and through their agents, negligently made the following misrepresentations to the Plaintiffs and their representatives in person in Miami, Florida, and over the telephone in calls to or from Miami, Florida:

- i. the Plaintiffs were promised a good return on their investment capital in the same year of the investment;
- j. the Plaintiffs were promised a 4x, 5x, 6x or even a 7x total return on the amount invested;
- k. the Plaintiffs were promised that the companies being acquired by Brookstone were good companies that had an excellent prospect of being sold individually or as a group; and
- l. the Plaintiffs and their representatives were repeatedly reassured about the safety of the investments.

63. In addition, the Defendants negligently failed to disclose material information about the Brookstone Investments to the Plaintiffs. For instance, the Defendants failed to

disclose that the companies purchased or invested in by Brookstone were in fact in precarious financial conditions, were risky investments, and were not suitable for the Plaintiffs.

64. The Defendants were negligent in making those material misrepresentations and in failing to disclose material information, because they should have known that those statements were false, and that the facts which they failed to disclose were material

65. The Plaintiffs justifiably relied upon those representations in its decision to make the investments in the Brookstone Investment Vehicles, to continue with those investments, and to respond to certain capital calls made by Brookstone and Mr. Toporek.

66. As a direct and proximate result of the Defendants' negligent misrepresentations and negligent omissions of material information, the Plaintiffs have suffered significant economic damages in the form of the loss of their capital investment and the failure to achieve the promised (or even reasonable) rates of return on that capital investment.

WHEREFORE, the Plaintiffs demand judgment against the Defendants for compensatory damages, punitive and exemplary damages, the costs of this action, prejudgment and post-judgment interest, and such further relief as this Court deems just and proper.

COUNT IV
(Negligence)

67. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 32, as if fully set forth herein verbatim.

68. Defendants, Brookstone, MJT Park and Mr. Toporek, owed the Plaintiffs a duty of care:

- a. to place the Plaintiffs in suitable investments, and
- b. to manage the Plaintiffs' investments reasonably.

69. The Defendants breached their duty of care to place the Plaintiffs in suitable investments:

- a. by advising the Plaintiffs to make unsuitable investments, and
- b. by investing the Plaintiffs' money in unsuitable investments.

70. Further, the Defendants owed the Plaintiffs a duty of care to make safe, secure and sound investments with the Plaintiffs' money; the Defendants undertook a duty of care to protect the Plaintiffs' capital; and the Defendants undertook a duty of care to see to it that the Plaintiffs should receive a good return on their investments in a short period of time.

71. The Defendants breached the duties of care as set forth in paragraph 70 and were negligent:

- a. by investing the Plaintiffs' capital in unsafe, insecure and unsound investments;
- b. by failing to protect the Plaintiffs' capital; and
- c. by failing to ensure any returns on the Plaintiffs' investments, but rather causing huge losses.

72. As a direct and proximate result of the Defendants' acts and omissions set forth in paragraphs 68 through 71, the Plaintiffs have suffered significant economic damages in the form of the loss of their capital investment and the failure to achieve the promised (or even reasonable) rates of return on that capital investment.

73. The Defendants knew or should have known that their acts and omissions would result in damages to the Plaintiffs.

74. The Defendants were grossly negligent in recommending unsuitable and risky investments to the Plaintiffs in the context of a fiduciary relationship.

75. The Defendants recklessly disregarded the Plaintiffs' rights in order to deceive the Plaintiffs into making unsuitable and risky investments of substantial capital at the Plaintiffs' great expense and for the Defendants' unlawful profit.

76. The Defendants' breaches of their duties of care to ARCHANGEL were of such an egregious nature and so reckless as to substantiate an award of punitive and exemplary damages against the Defendants.

WHEREFORE, the Plaintiffs demand judgment against the Defendants for compensatory damages, punitive and exemplary damages, the costs of this action, prejudgment and post-judgment interest, and such further relief as this Court deems just and proper.

COUNT V
(Equitable Accounting)

77. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 32, as if fully set forth herein verbatim.

78. The Plaintiffs' investments in the Brookstone Investment Vehicles involve extensive and complicated accounts.

79. An equitable accounting is appropriate in the context of extensive, mutual, or complicated accounts, when it is not clear from the facts alleged in the particular case that the remedy at law is as full, adequate, and expeditious as it is in equity. *See R. O. Holton & Co. v. Hull*, 192 So. 229, 231 (Fla. 1939).

80. Equity has jurisdiction to entertain an accounting where a confidential or fiduciary relationship is shown to exist. *See Cushman v. Schubert*, 110 So.2d 703, 705 (Fla. 2d DCA 1959). Such a fiduciary relationship, however, is not a necessary prerequisite to an equitable accounting. *See Kestl, Inc. v. Racquet Club of Deer Creek II Condominium, Inc.*, 574 So.2d 251, 255 (Fla. 4th DCA 1991).

81. Due to the Defendants' fiduciary relationship with the Plaintiffs, the right of the Plaintiffs to an equitable accounting is clear, undoubted and without dispute. *See Royal Indemnity Co. v. Knott*, 136 So. 474, 478 (Fla. 1931).

82. An accounting is necessary to prevent further and irreparable harm to the Plaintiffs; and required to determine the extent of the Plaintiffs' losses.

83. It is not clear that the Plaintiffs' remedy at law is as full, adequate and expeditious as it is in equity.

WHEREFORE, the Plaintiffs demand judgment for an equitable accounting of their investments in the Brookstone Investment Vehicles, including a full accounting of the Defendants' use and disposition of the Plaintiffs' funds. The Plaintiffs further pray that this Court appoint a special master to take the accounting of the Plaintiffs' investments in the Brookstone Investment Vehicles, including the Defendants' use and disposition of the Plaintiffs' funds.

DEMAND FOR JURY TRIAL

Plaintiffs, ARCHANGEL TRADING, LLC and GIANNI GELLEN, hereby demand a trial by jury on all matters so triable as of right.

Dated: May 27, 2011

LA AFRIQUE
TRIBUNE

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on May 27, 2011, I electronically filed the foregoing document with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record identified on the Attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or *pro se* parties who are not authorized to receive electronically Notices of Electronic Filing.

By: /s/ Curtis B. Miner

CURTIS B. MINER



ARCHANGEL TRADING LLC v. BROOKSTONE PARTNERS ACQUISITION, LLC

CASE NO. 1:11-CV-21467-KMM

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