

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION**

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,**

Plaintiff,

Case No.: 51-2010-CA-2912-WS/G

v.

**BOTFLY, LLC, DAVID R. LEWALSKI,
and JON J. HAMMILL,**

Defendants.

**RECEIVER'S MOTION FOR APPROVAL
OF DISPOSITION OF 2010 PORSCHE 911 TURBO CABRIOLET**

Michael E. Moecker, as Receiver of Botfly L.L.C., David R. Lewalski, and Jon J. Hammill and all other entities operated, controlled or otherwise associated with the Defendants' activities, by and through undersigned counsel, files this Motion for Approval of Disposition of a 2010 Porsche 911 Turbo Cabriolet, VIN no. WP0CD2A92AS773195 (the "**Porsche**") and, in support thereof, respectfully states as follows:

1. On April 1, 2010, the Office of the Attorney General, Department of Legal Affairs, State of Florida filed a complaint (the "**Complaint**") against Botfly, LLC, a Florida limited liability company ("**Botfly**"), David R. Lewalski, the manager of Botfly ("**Lewalski**"), and Jon J. Hammill, a representative and agent of Botfly ("**Hammill**"), for violations of the Florida Securities and Investor Protection Act, Fla. Stat. §§ 517.011 et seq., and the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201 et seq. The Complaint is founded on the allegation that Lewalski and Hammill utilized Botfly to perpetrate a Ponzi

scheme and that funds obtained by Botfly from loans with investors, promising payment of interest at the rate of ten percent (10%) compounded monthly, were principally used for Lewalski and Hammill's personal benefit and were not invested in the foreign currency exchange market as represented to the investors by Lewalski and Hammill.

2. By Order Appointing Receiver dated April 1, 2010, the Court appointed Michael E. Moecker or his designee employed by Michael Moecker & Associated, Inc. (the "**Receiver**") to be the Receiver of Botfly, Lewalski, and Hammill and all other entities operated, controlled, or otherwise associated with the Defendants' activities. The Court entered an Amended Order Appointing Receiver (the "**Order**") on April 14, 2010.

3. The Order provides that among the Receiver's duties is the recovery and liquidation of assets: "The Receiver shall collect and reduce to money the Assets either by suit, in any court of competent jurisdiction, by public or privat sale."

4. On March 26, 2010, Lewalski, on behalf of Botfly signed a retail order for the purchase of a 2010 Porsch 911 Turbo Cabriolet (the "**Porsche**") from Princeton Porsche in Lawrenceville, New Jersey.

5. The manufacturer's suggested retail price for the Porsche is \$159,610.00. See Exhibit "A". The negotiated sales price for the Porsche was \$145,560.00. See Exhibit "B". With the application of Florida state sales tax and fees the total purchase price for the Porsche was \$154,953.71.

6. On March 27, 2010, Lewalski signed a motor vehicle sales and use tax exemption report that identified Botfly as the purchaser of the Porsche. See Exhibit "C".

7. The Porsche is registered to Botfly. See Exhibit "D".

8. On March 26, 2010, full payment for the Porsche was made by a wire transfer from an account of Botfly at Bank of America, Acct. No. xxxx xxxx 5540.

9. Because of the transfer of the Porsche to Botfly, Princeton Porsche represents the Porsche may only be sold as a used vehicle.

10. The Porsche remains at Princeton Porsche in New Jersey and the Receiver has instructed the dealership to maintain possession of the Porsche pending instruction from this Court.

11. The Receiver has determined there is no need for the Porsche. Retaining the Porsche obligates the Receiver to insure, house, and maintain it, which over time may involve significant expense.

12. The Receiver believes that the market value of the Porsche will decline when the 2011 models become available and, accordingly, the Porsche should be sold as expeditiously as possible to maximize recovery for the Receivership.

13. Princeton Porsche has agreed to attempt to sell the Porsche without receiving any commission or fee for the sale.

14. The Receiver seeks authority to sell the Porsche for a price that the Receiver deems acceptable, but in any event, no less than \$140,000.

15. Princeton Porsche will not offer the Porsche for sale to prospective purchasers until the Court approves the sale of the Porsche.

16. Sale of the Porsche on the basis set forth herein will be in the best interest of the Receivership Estate, because it is a depreciating asset, and the sale price is reasonable.

17. Neither Lewalski nor Botfly has entered an appearance in this matter. However, Lewalski has actual notice of the commencement of the action, the appointment of the Receiver,

and the entry of the injunction. See Exhibit "E". On information and belief, Lewalski has remained outside the territorial jurisdiction of the United States since the commencement of the action. From time to time, counsel for the Receiver has communicated with attorneys who are in communication with Lewalski regarding the case and the issue of when Lewalski or Botfly would file a response to the complaint.

MEMORANDUM OF LAW

A court appointing a receiver may issue orders as are necessary and proper for the property and interests of those concerned. *City of Kissimmee v. Department of Environmental Regulation*, 753 So.2d 770 (Fla. 5th DCA 2000). A receiver may sell receivership property where the character of the property or surrounding circumstances are such as to render a sale necessary for the adequate protection of the rights of the parties. *See Arzuman v. Saud*, 964 So. 2d 809 (Fla. 4th DCA 2007). The reasonableness of a sale by Princeton Porsche for a price of no less than \$140,000 is demonstrated by the purchase price for the Porsche as a new car and the agreement of Princeton Porsche to resell the vehicle without compensation, commission or fee.

WHEREFORE, the Receiver moves the Court to allow the sale of the Porsche by Princeton Porsche, subject to the Receiver's approval, for \$140,000 or more.

Dated: Tampa, Florida
June 29, 2010

BUSH ROSS, P.A.
Post Office Box 3913
Tampa, Florida 33601-3913
(813) 224-9255 (telephone)
(813) 223-9620 (facsimile)
Attorneys for the Receiver

By: Karen Cox
Jeffrey W. Warren
Florida Bar No. 150024
jwarren@bushross.com
Karen Cox
Florida Bar No. 456667
kcox@bushross.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of June, 2010 a true and correct copy of the foregoing has been mailed to the following addresses:

David R. Lewalski,
as Registered Agent of Botfly, LLC
2515 Southwest 35th Place, Apt. #112
Gainesville, Florida 32608

David R. Lewalski, Individually
2515 Southwest 35th Place, Apt. #112
Gainesville, Florida 32608

Todd Foster, Esq.
Michael Gold, Esq.
Cohen, Foster & Romine, P.A.
201 E. Kennedy Boulevard, Suite 1000
Tampa, Florida 33602

R. Scott Palmer
Gregory S. Slemp
PL-01: The Capitol
Tallahassee, Florida 32399-1050

Karen Cox

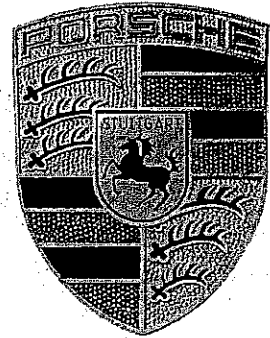
Attorney

PORSCHE CARS NORTH AMERICA, INC.
 980 HAMMOND DR. SUITE 1000
 ATLANTA, GA 30328

REF. NO. 2333441	DATE 01/25/2010	NUMBER 0529180
---------------------	--------------------	-------------------

P10070

VEHICLE IDENTIFICATION NUMBERS/CODES			
Year	2010	Model-	997 Model No- 997630
Color-		Int-	Motor- A01442
VIN-	WP0CD2A92AS773195		
Key1-	260539	Key2-	



SOLD TO	1562
Porsche of Princeton	
3333 ROUTE 1	
LAWRENCEVILLE	NJ 08648

CODE	DESCRIPTION	PRICE	
997630	911 Turbo Cabriolet	129240.00	
9QV9	Meteor Grey Met Cabriolet roof		N/C
AT	Black Full Leather		N/C
P01	Adaptive Sport Seats	973.00	
XME	Rear Ctr Cons Painted Extr Clr	621.00	
XSA	Sport Seat Backs Painted	1343.00	
XXZ	Foot Rest Aluminum	213.00	
342	Heated Front Seats	434.00	
603	Dynamic Cornering Lights	587.00	
619	Bluetooth Phone Interface	591.00	
640	Sport Chrono Package Turbo	3256.00	
686	XM Radio	638.00	
810	Floor Mats in Interior Color	128.00	
870	Universal Audio Interface	374.00	
250	Porsche Doppelkupplung (PDK)	3868.00	
762	PAG Code - Launch code		N/C
840	Sport Wheel with Shift Paddles	417.00	
(MSRP \$159610.00) VEHICLE COST		142,683.00	

(A308)
 2872
 +85
 136653-0

MISCELLANEOUS CHARGES

CODE	DESCRIPTION	PRICE
PRPCRD	Preparation Credit	85.00-
DSTCHG	Destination Charge	950.00
PDIS	Porsche Dealer Info. Services	200.00
TOTAL MISCELLANEOUS CHARGES		1,065.00
TOTAL VEHICLE COST		143,748.00

JAN 31 2010

EXHIBIT
 A

Motor Vehicle
Retail Order
 New Used
 Demo

PRINCETON PORSCHE

3333 Route 1 South
Lawrenceville, NJ 08648
Phone: 609-945-1500 Fax: 609-945-1502
www.princetonporsche.com

Salesperson *Chris Lopez*

CUSTOMER *Bot My LLC/David K. Lewalski* DATE *3-25-10* STOCK NO. *P10070*
ADDRESS *5748 SW 75th Street #275 Gainesville FL 32608*
HOME PHONE _____ WORK PHONE _____ CELL *727-656-3588*

PLEASE ORDER *2010 Porsche Macan Turbo Cab* EMAIL *david.lewalski@gmail.com*
BODY TYPE *3d Cab* COLOR *Metall Grey* MILES *50* SERIAL NO. *WA0202A92MS773475*

INTERIOR/TRIM COLOR *Black Full leather*
Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
 Cash Purchase Finance Purchase Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

TO BE DELIVERED ON OR ABOUT _____
Price of Unit *MSRP \$160,500*

Additional Equipment (options)	
<i>All original options from system windows etched</i>	

SUBJECT TO PRIMARY LENDERS TIER ONE APPROVAL

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$ _____
TERM _____ MONTHS
MILEAGE PER YEAR _____

CASH DUE AT DELIVERY \$ _____

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	<i>145,500</i>
Less Trade-in	
TOTAL TAXABLE AMOUNT	<i>145,500</i>
State Sales Tax <i>6.6% plus Algebra book</i>	<i>8,778.66</i>
Motor Vehicle Tire Fee - \$1.50 Per New Tire	
NJ Supplemental Tinting Fee	
Registration/Title Fee (Estimated) (See Paragraph 15 On Reverse Side)	<i>489.15</i>
Documentary Fee CLERICAL EXPENSE \$70.00 DOCUMENT DELIVERY SERVICE \$55.90 (See Paragraph 16 On Reverse Side)	\$125.90
NET PAY-OFF ON TRADE-IN	
TOTAL	<i>154,953.71</i>
Deposit	
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY	<i>154,953.71</i>
BALANCE DUE ON DELIVERY	

IF A NEW VEHICLE SALE OR LEASE
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the dealer.

IF USED VEHICLE SALE OR LEASE CHECK APPROPRIATE BOX
 This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR
 The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

Waiver of Dealer's Obligation (Used Vehicle Sale)
The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon Warranty Law (PL 1995, Chpt. 373).

TRADE-IN DESCRIPTION AND ALLOWANCE
Year _____ Make _____ Model _____
Serial No. _____ Mileage _____
Trade-in Value _____ Date of _____
Less Balance Owed _____
Net Trade-in Allowance _____
Balance Owed to: _____
Address: _____
Account No. _____
Info. From _____ Good Thru _____

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the sale or lease identified in this agreement. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. Consumer, Fraud, Used Car Lemon Law, and Franchising laws are just three examples of the various types of claims, subject to arbitration under this agreement. The parties also agree to (i) waive any right to pursue any claims arising under this agreement including statutory, state or federal claims, or (ii) to have an arbitration under this agreement consolidated with any other arbitration or proceeding. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association before an arbitrator under shall be a retired judge or an attorney. Dealership shall advance both party's filing, service, administration, arbitrator, hearing, or other fees, subject to reimbursement by the party who party shall bear his or her own attorney, expert, and other fees and costs, except when awarded by the arbitrator under applicable law. The arbitration shall take place in New Jersey at a mutually convenient place agreed upon by the parties or selected by the arbitrator. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. If any part of this arbitration clause, other than waivers of class action rights, is found unenforceable in any action in which class action remedies have been sought, this entire arbitration clause shall be deemed unenforceable, it being the intention and agreement of the parties not to enforce class actions or, in consolidated proceedings. In the event that any subsequent lease, finance, or other agreement between the parties contains a provision for arbitration of claims which conflicts with or is inconsistent with this arbitration provision, the terms of such subsequent arbitration provision shall govern and control to the extent of such conflict or inconsistency. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.

Accepted By: *David K. Lewalski* Date _____ Dealer or His Authorized Representative
Chris Lopez Date _____ Customer's Signature

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions if a sale. Customer's



ST-10

(6-06, R-12)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION

MOTOR VEHICLE SALES AND USE TAX EXEMPTION REPORT

(See Reverse Side for Instructions and Definitions)

Motor Vehicle Dealer PRINCETON PORSCHE
Address 3333 ROUTE 1 SOUTH LAWRENCEVILLE NJ 08648
Telephone Number (609)945-1500 Taxpayer ID Number 270432542

I PURCHASE INFORMATION

(a) Purchaser/Lessee (please print or type) BOTFLY LLC
(b) FID # or last three (3) digits of your SS# (c) Date of Purchase/Lease 03/27/2010
(d) New Jersey Address
(e) Out-of-State Address 5745 SW 75TH STREET GAINESVILLE FL 32608
(f) Telephone Number - (727) 656-3058 (g) Occupation Day Trader
(h) Employer Botfly LLC (i) Address 5745 SW 75 ST #275 Gainesville
(j) Driver's License issued by State of: FL Number Expiration Date
(k) Other Driver's License Issued by State of: Number Expiration Date

II VEHICLE IDENTIFICATION DATA

Make of Vehicle PORSCHE Model 911 TURBO CA Year 2010
Full Serial number WPOCD2A92AS773195 Body Type 2 DOOR Color METEOR GRE

III COMPUTATION OF PRICE

(a) Enter Full Purchase Price/Lease Payment & Number of Payments \$145560.00
(b) Enter Trade-In Allowance or Discount, if any \$ N/A
(c) Adjusted Purchase Price/Lease (Item A Less Item B) \$145560.00

Table with 4 columns: Make of Vehicle, Model, Year, State of Registration; Full Serial Number, Body Type, Color, Plate Number.

IV EXEMPTION CERTIFICATION

The purchaser/lessee certifies he/she is a nonresident of New Jersey, has no permanent place of abode in New Jersey, is not engaged in carrying on in New Jersey any employment, trade, business or profession in which the motor vehicle will be used in New Jersey.

Sign Here [Signature] 03/27/2010
Purchaser/Lessee (if corporation, an authorized officer must sign) (Date)

V DEALER OF CERTIFICATION

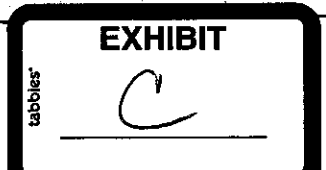
I certify that I have examined the above form after its completion and the information given is true and correct to the best of my knowledge and belief.

Sign Here [Signature] 03/27/2010
Dealer (Date)

PRIVACY ACT NOTIFICATION

The Federal Privacy Act of 1974 requires all agencies requesting information to inform individuals from whom it seeks information why the request is being made and how the information is being used. Your social security number is used primarily to account for and give credit for tax payments. It is also used in the administration and enforcement of all tax laws for which the Division of Taxation has statutory responsibility.

THIS FORM MAY BE REPRODUCED WITHOUT PRIOR AUTHORITY



INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BOTFLY LLC
5745 SW 75TH ST #275
GAINESVILLE, FL 32608

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

COVAGY 3 / 11 T# 605438473
 B# 1108371

FLORIDA VEHICLE REGISTRATION

PLATE **ABTK05** DECAL **15236941** Expires **Midnight Wed 6/30/2010**

YR/MK	2010/LNDR	BODY	UT	COLOR	BLK	Reg. Tax	96.15	Class Code	1
VIN	SALMF1D42AA313686	NET WT	5710	TITLE	103491236	Init. Reg.	225.00	Tax Months	7
Plate Type	RGS					County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID						Sales Tax		Credit Months	
Date Issued	12/10/2009	Plate Issued	12/10/2009			Voluntary Fees			
						Grand Total	324.15		

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

BOTFLY LLC
5745 SW 75TH ST #275
GAINESVILLE, FL 32608

RGS - SUNSHINE STATE PLATE ISSUED X



To all members,

First, I want to apologize for all of the stress that the last few days have caused you and your families. I was completely unaware of the events that were to occur. I was completely overwhelmed by a series of law enforcement maneuvers and legal events that I thought weren't possible in the U.S.A. My surprise and confusion quickly turned to survival and finding legal counsel. I want to thank everyone for their support, suggestions and referrals. I have had many conversations with many talented professionals.

One introduction made to me is a very strong litigator with a solid proven team. He has represented large corporations in financial matters as well as celebrities etc. We are having our second conversation this afternoon and I think this will be our man and we can start making our case. Thanks again to those who reached out and made the introduction.

Some of you are concerned because of my current location in Europe. I assure you I will be returning shortly and being that this is a civil matter not criminal I am not breaking any laws by being here. I merely needed a few extra days here to make phone calls without fear of being thrown out of my home without any assets etc. This came on the advice of an attorney I have on retainer who is not presently handling this civil case (not his field).

At this time all operating funds in the U.S are frozen until we can get this injunction lifted so we are unable to do any financial transaction of any sort until further notice. I know this is alarming to say the least but my personal funds are in there as well. My personal bank accounts are frozen and I have very low if non-existent cash reserves. Our attorneys have advised me we will address how to pay for legal fees with our next phone meeting.

In closing I feel confident now with a solid team of litigators. It won't be easy, as a lot you have told me when you or your businesses were wrongly accused breaking the law in the past I can be a long and frustrating road. Let's stay focused, have faith and let the attorney's do their job and we can get our lives back and get the facts straight. When I get clearance from the attorney I will address the issue of monies currently held overseas and our access to them.

Kindest regards,

David R Lewalski



PINEYRO
LAW FIRM PA
 ATTORNEYS AT LAW

April 27, 2010

VIA Facsimile (813) 223-9620

Jeffrey W. Warren, Esq.
 Bush, Ross, P.A.
 P.O. Box 3913
 Tampa, FL 33601-3913

RE: *Removal of William Bryan, Esq., from Botfly Litigation
 Distribution List*

Dear Mr. Warren:

I thank you for the courtesy of forwarding to me legal correspondence and pleadings relating to the Botfly litigation. Our firm does not represent either Messrs. Lewalski or Hammill, or the corporation Botfly, in this litigation. Given that I represented Mr. Lewalski in a separate matter, I agreed to receive and forward Botfly materials to Mr. Lewalski in order to assure that Mr. Lewalski received all such correspondence and pleadings while he sought legal counsel in this matter. However, from this date forward, I respectfully request that you no longer include me in your distribution list and that you discontinue sending our firm materials relating to the Botfly litigation. Again, I appreciate your having extended Mr. Lewalski this courtesy. Please do not hesitate to call me on my cell at 407-552-6216 or at the office number below if you should need anything from me.

Sincerely,

William H. Bryan III

WILLIAM H. BRYAN III

Johnny A. Pineyro
 Attorney at Law

William H. Bryan III
 Attorney at Law

Susan Magee
 Attorney at Law

Sigrid Vejar
 Paralegal

Liza Guzman
 Paralegal

Amy Pineyro
 Office Administrator

Doris Lewis
 Office Manager

Angelne Baynham
 Marketing Director

Andre Forde
 Marketing

Maria Pineyro
 Office Support

Kissimmee Office
 1611 North Main Street
 Kissimmee, FL 34744
 Phone 407 935.1020
 Fax 407 935.0320
 Toll Free 800 693.1912

Stuart Jet Center
 2501 S.E. Aviation Way
 Suite K
 Stuart, FL 34996
 Phone 772 287.4568
 Fax 772 872.4568