

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

I. CASE STYLE

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

Case No.: _____

Judge: _____

Charlen Helwig
Plaintiff

vs.

Robert Higgins
Defendant

II. TYPE OF CASE

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence – other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability – commercial
 - ☐ Premises liability – residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure \$0 - \$50,000
 - ☐ Commercial foreclosure \$50,001 - \$249,999
 - ☐ Commercial foreclosure \$250,000 or more
 - ☐ Homestead residential foreclosure \$0 – 50,000
 - ☐ Homestead residential foreclosure \$50,001 - \$249,999
 - ☐ Homestead residential foreclosure \$250,000 or more
 - ☐ Non-homestead residential foreclosure \$0 - \$50,000
 - ☐ Non-homestead residential foreclosure \$50,001 - \$249,999
 - ☐ Non-homestead residential foreclosure \$250,00 or more

- ☐ Other real property actions \$0 - \$50,000
- ☐ Other real property actions \$50,001 - \$249,999
- ☐ Other real property actions \$250,000 or more
- ☐ Professional malpractice
 - ☐ Malpractice – business
 - ☐ Malpractice – medical
 - ☐ Malpractice – other professional
- ☒ Other
 - ☐ Antitrust/Trade Regulation
 - ☒ Business Transaction
 - ☐ Circuit Civil - Not Applicable
 - ☐ Constitutional challenge-statute or ordinance
 - ☐ Constitutional challenge-proposed amendment
 - ☐ Corporate Trusts
 - ☐ Discrimination-employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

III. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☐ Non-monetary
- ☒ Non-monetary declaratory or injunctive relief;
- ☐ Punitive

IV. NUMBER OF CAUSES OF ACTION: ()
(Specify)

 7

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ Yes
- ☒ No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ No
- ☐ Yes – If “yes” list all related cases by name, case number and court:

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☐ Yes
- ☒ No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature s/ Aram C Bloom FL Bar No.: 72465
Attorney or party

(Bar number, if attorney)

Aram C Bloom 03/16/2016
(Type or print name)

Date

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

CASE NO.

CHARLEN HELWIG, an individual;
WILLIAM TUBERVILLE, an individual;
KAREN ATKINS, an individual; and
NATIONAL COIN BROKER, INC.,
a Florida corporation,

Plaintiffs,

v.

ROBERT HIGGINS, an individual; ARGENT
GROUP, LTD, a foreign corporation; FIRST
STATE DEPOSITORY COMPANY, LLC,
a foreign limited liability company; and
NEW DIRECTION IRA, INC., a foreign
corporation,

Defendants.

COMPLAINT

Plaintiffs, CHARLEN HELWIG, an individual, WILLIAM TUBERVILLE, an individual, KAREN ATKINS, an individual, and NATIONAL COIN BROKER, INC. a Florida corporation (hereinafter "PLAINTIFFS"), hereby sue Defendants, ROBERT HIGGINS, an individual, ARGENT GROUP, LTD ("ARGENT"), a foreign corporation, FIRST STATE DEPOSITORY COMPANY, LLC ("FIRST STATE"), a foreign limited liability company, NEW DIRECTION IRA, INC., a foreign corporation and allege as follows:

GENERAL ALLEGATIONS

1. This is a cause of action for equitable relief and for damages in excess of \$15,000.00 (fifteen thousand dollars), exclusive of interest, attorney's fees, punitive damages and

costs.

2. Defendant, ARGENT GROUP, LTD, is a Delaware corporation doing business in the state of Florida, has a place of business in Palm Beach County, Florida and is otherwise *sui generis*.

3. Defendant, FIRST STATE DEPOSITORY COMPANY, LLC (hereinafter "FIRST STATE"), is a Delaware limited company, doing business in the state of Florida, has a place of business in Palm Beach County, Florida and is otherwise *sui generis*.

4. Defendant, ROBERT HIGGINS, an individual, is the President and Chief Executive Officer of Defendant, ARGENT GROUP, LTD and likewise does business in the state of Florida.

5. Defendant, NEW DIRECTION IRA, INC. (hereinafter "NEW DIRECTION"), is a Colorado corporation, doing business nationwide and has contacts and conducts business in the State of Florida.

6. Each cause of action accrued in the State of Florida.

7. Plaintiff, CHARLEN HELWIG, an individual, conducted business with NATIONAL COIN BROKER, FIRST STATE DEPOSITORY COMPANY, LLC, and ARGENT GROUP, LTD, in or through the state of Florida and is otherwise *sui generis*.

8. WILLIAM TUBERVILLE, an individual, conducted business with NATIONAL COIN BROKER, FIRST STATE DEPOSITORY COMPANY, LLC and ARGENT GROUP, LTD, in or through the state of Florida and is otherwise *sui generis*.

9. KAREN ATKINS, an individual, conducted business with NATIONAL COIN BROKER, FIRST STATE DEPOSITORY COMPANY, LLC and ARGENT GROUP, LTD, in or through the state of Florida and is otherwise *sui generis*.

10. Plaintiff, NATIONAL COIN BROKER, INC. is a Florida for profit corporation with a place of business in Miami Dade County and is otherwise *sui generis*.

11. All conditions precedent have been met, waived, or excused.

12. As a result of Defendants' actions, Plaintiffs have retained the law firm Shapiro, Blasi, Wasserman & Hermann, PA, and is obligated to pay it a reasonable fee for its services.

ALLEGATIONS COMMON TO ALL COUNTS

13. The subject property is .999 silver bullion and/or coins known as Monster Boxes.

14. Plaintiffs, CHARLEN HELWIG, WILLIAM TUBERVILLE, and KAREN ATKINS ("Investor Plaintiffs") invested in the property by purchasing the silver from Defendant ARGENT GROUP, LTD.

15. Plaintiff NATIONAL COIN BROKER, INC., introduced Plaintiffs to Defendants ARGENT GROUP, LTD and its President and Chief Executive Officer, ROBERT HIGGINS (ARGENT and HIGGINS are hereinafter referred to as "Argent Defendants"). NATIONAL COIN BROKER brokered the deal between Investor Plaintiffs and ARGENT DEFENDANTS.

16. The Argent Defendants reached into the state of Florida to do business with the Investor Plaintiffs through Plaintiff NATIONAL COIN BROKER.

17. Each of the Investor Plaintiffs bought a specific amount of silver from the Argent Defendants using NATIONAL COIN BROKER, INC. in Florida. The Argent Defendants then leased that silver from Investor Plaintiffs pursuant to a one-year agreement. Thereafter, the silver was deposited at FIRST STATE DEPOSITORY COMPANY, LLC. At the conclusion of the agreement, or upon sixty days notice, the Argent Defendants were to return that silver to the Investor Plaintiffs.

18. In conjunction with the purchase of the silver from the Argent Defendants, Investor Plaintiffs deposited a portion of their silver in self-directed IRA accounts with Defendant, NEW DIRECTION IRA, INC. NEW DIRECTION authorized FIRST STATE DEPOSITORY COMPANY, LLC to hold the silver on behalf of Investor Plaintiffs.

19. Plaintiff, CHARLEN HELWIG, purchased six thousand nine hundred and eighty seven (6,987) ounces of silver, all of which she deposited into a self-directed IRA account at NEW DIRECTION. That silver has a value of \$155,041.53. Upon information and belief, that silver remains on deposit and within the custody and control of FIRST STATE DEPOSITORY COMPANY, LLC. FIRST STATE DEPOSITORY COMPANY, LLC is acting on the instructions of NEW DIRECTION and Argent Defendants.

20. Plaintiff, WILLIAM TURBEVILLE, purchased fifteen thousand and one (15,001) ounces of silver from Argent Defendants. Of that silver, ten thousand five hundred and eighty-eight (10,588) ounces were deposited into Mr. Tuberville's account at NEW DIRECTION. That deposit has a total value of \$244,706.36. The remaining four thousand four hundred and thirteen (4,413) ounces were retained by Argent Defendants. Those remaining ounces have a value of \$101,915.69. Upon information and belief, that silver remains on deposit and within the custody and control of FIRST STATE DEPOSITORY COMPANY, LLC. FIRST STATE DEPOSITORY COMPANY, LLC is acting on the instructions of NEW DIRECTION and Argent Defendants.

21. Plaintiff, KAREN ATKINS purchased two thousand (2,000) ounces of silver from Argent Defendants. Of that silver, five hundred (500) ounces were deposited into her account at NEW DIRECTION. That deposit has a total value of \$10,600. The remaining one thousand five hundred (1,500) ounces were retained by Argent Defendants. Those remaining ounces have a

value of \$32,250. Upon information and belief, that silver remains on deposit and within the custody and control of FIRST STATE DEPOSITORY COMPANY, LLC. FIRST STATE DEPOSITORY COMPANY, LLC is acting on the instructions of NEW DIRECTION and Argent Defendants.

22. Each of the Investor Defendants has requested the return of their silver individually and collectively. Specifically, on August 21, 2015, the undersigned sent a letter to ROBERT HIGGINS, President and CEO of the Argent Defendants, reiterating the individual requests of each of the Investor Defendants that the silver be returned. A copy of that letter is attached hereto as **Exhibit A**.

23. Defendant, NEW DIRECTION, was likewise informed that the Investor Plaintiffs were requesting the return of their silver.

24. Neither entity complied and, as of the date of this Complaint, the Argent Defendants, and/or NEW DIRECTION have retained the silver and continue to retain the silver in their possession.

25. That letter likewise notified the Argent Defendants that by communicating directly with NATIONAL COIN BROKER, INC.'s clients and attempting to retain their silver and/or entice them into additional transactions, those Defendants were tortiously interfering in NATIONAL COIN BROKER, INC.'s agreements and/or advantageous business relationships with its clients.

26. Argent Defendants continued the illegal communications, damaging NATIONAL COIN BROKER, INC.

27. Moreover, in the course of those illegal communications, Defendant, ROBERT HIGGINS, knowingly, willfully and wantonly made a series of defamatory statements about

NATIONAL COIN BROKER, INC. Specifically, HIGGINS falsely stated that NATIONAL COIN BROKER, INC. is not trustworthy, has or will commit fraud, and that it is subject to vaguely referenced lawsuits and criminal prosecution. To further exacerbate the severity of those statements, HIGGINS stated that this “lawsuit” might somehow effect the Investor Plaintiffs’ rights to their silver.

28. HIGGINS knew those statements to be untrue at the time they were uttered.

29. Lastly, HIGGINS contacted NATIONAL COIN BROKER, INC. and its principal, threatening to file criminal charges against it if NATIONAL COIN BROKER, INC. did not intervene to resolve the current dispute regarding retention of the Investor Clients’ silver in his companies’ favor. Pursuant to §836.05, Florida Statutes, those threats constituted extortion.

30. As a result of Argent Defendants’ and HIGGINS’ conduct, NATIONAL COIN BROKER, INC. incurred legal fees and expenses.

31. NATIONAL COIN BROKER, INC. likewise suffered and continues to suffer immeasurable damages as a result of Argent Defendants’ and HIGGINS’ ongoing defamation and continued attempts to interfere in its advantageous and/or contractual relations with its clients.

**COUNT I - TEMPORARY INJUNCTION AS TO
ARGENT DEFENDANTS AND FIRST STATE DEPOSITORY COMPANY, LLC**

32. Plaintiffs reassert and reallege Paragraphs 1 through 31 of this Complaint above, as though more fully set forth herein.

33. Defendants’ actions deprived and continue to deprive Plaintiffs of their rightfully owned property.

34. Plaintiffs have suffered and will continue to suffer immediate and irreparable harm if Defendants are not enjoined from selling or otherwise moving Plaintiffs’ silver via a temporary

injunction issued by this Court.

35. As more fully set forth above, Defendants have acted without appropriate authority, has violated Florida Statutes, and have willingly and maliciously deprived Plaintiffs of their property.

36. Because the value of silver changes on a daily basis, the granting of a preliminary/temporary injunction is essential to preserve the status quo so that the property in question will be protected.

37. Plaintiffs are without an adequate remedy at law.

38. The issuance of an injunction will not be contrary to the public interest, but will rather aid and prevent further fraud on the state of Florida.

39. As clearly set forth in the exhibit attached hereto, Plaintiffs are likely to succeed on the merits of their claims. The liability of Defendants is clear and unambiguous.

40. Moreover, as the result of Argent Defendants' and FIRST STATE's conduct, Plaintiff NATIONAL COIN BROKER, INC. continues to suffer irreparable harm, and if they are not stopped, Argent Defendants and HIGGINS will irreparably destroy NATIONAL COIN BROKER, INC.'s reputation as well as its advantageous business relationships with its clients.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Ex Parte Temporary Injunction and Permanent Injunction preventing Defendants ARGENT GROUP, LTD, FIRST STATE DEPOSITORY COMPANY, LLC and ROBERT HIGGINS from selling, altering, moving, or otherwise devaluing the property of Investor Plaintiffs, ordering ARGENT GROUP, LTD, FIRST STATE DEPOSITORY COMPANY, LLC and ROBERT HIGGINS to return the silver to its owners, and to cease and desist from the utterance of defamatory statements regarding NATIONAL COIN BROKER, INC. Plaintiffs further request that this Court order ARGENT

GROUP, LTD, and FIRST STATE DEPOSITORY COMPANY, LLC and ROBERT HIGGINS to cease and desist from their ongoing interference with NATIONAL COIN BROKER, INC.'s advantageous business relationships, and any other relief that this Court deems just and proper.

COUNT II - TEMPORARY INJUNCTION AS TO NEW DIRECTION IRA, INC.

41. Plaintiffs reassert and reallege Paragraphs 1 through 24 of this Complaint above, as though more fully set forth herein.

42. Defendant's actions deprived and continue to deprive Plaintiffs of their rightfully owned property.

43. Plaintiffs have suffered and will continue to suffer immediate and irreparable harm if Defendant is not enjoined from selling or otherwise moving Plaintiffs' silver via a temporary injunction issued by this Court.

44. As more fully set forth above, Defendant has acted without appropriate authority, has violated Florida Statutes, and has willingly and maliciously deprived Plaintiffs of their property.

45. Because the value of silver changes on a daily basis, the granting of a preliminary/temporary injunction is essential to preserve the status quo so that the property in question will be protected.

46. The issuance of an injunction will not be contrary to the public interest, but will rather aid and prevent further fraud on the state of Florida.

47. Plaintiffs are without an adequate remedy at law.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an Ex Parte Temporary Injunction and Permanent Injunction preventing Defendant, NEW DIRECTION IRA,

INC., from selling, altering, moving or otherwise devaluing the property of Investor Plaintiffs, ordering NEW DIRECTION IRA, INC. to immediately return the silver to its rightful owners and any other relief that this Court deems just and proper.

**COUNT III – CONVERSION AS TO ARGENT DEFENDANTS
AND FIRST STATE DEPOSITORY COMPANY, LLC**

48. Plaintiffs reassert and reallege Paragraphs 1 through 31 of this Complaint above, as though more fully set forth herein.

49. This is an action for conversion.

50. Argent Defendant and FIRST STATE knowingly, willfully and wantonly deprived Investor Plaintiffs of their property. Argent Defendants had no intention of returning Plaintiffs their silver and to date has not done so.

51. Defendants' act deprived Plaintiffs of their property permanently.

52. The deprivation was inconsistent with Investor Plaintiffs' contractually documented ownership interest in the silver.

WHEREFORE, Plaintiffs demand judgment be entered in their favor and against Argent Defendants and FIRST STATE DEPOSITORY COMPANY, LLC for compensatory damages, interest and costs.

COUNT IV – CONVERSION AS TO NEW DIRECTION IRA, INC.

53. Plaintiffs reassert and reallege Paragraphs 1 through 24 of this Complaint above, as though more fully set forth herein.

54. This is an action for conversion.

55. NEW DIRECTION knowingly, willfully and wantonly deprived Investor Plaintiffs of their property. NEW DIRECTION had no intention of returning Plaintiffs their silver and to date has not done so.

56. Defendant's act deprived Plaintiffs of their property permanently.

57. The deprivation was inconsistent with Investor Plaintiffs' contractually documented ownership interest in the silver.

WHEREFORE, Plaintiffs demand judgment be entered in their favor and against NEW DIRECTION IRA, INC. for compensatory damages, interest and costs.

COUNT V- UNJUST ENRICHMENT AS TO ALL DEFENDANTS

58. Plaintiffs reassert and reallege Paragraphs 1 through 31 of this Complaint above, as though more fully set forth herein.

59. This is a Count for unjust enrichment and is pled in the alternative to all other Counts contained herein.

60. Defendants would be unjustly enriched by knowingly retaining the silver described above.

61. Investor Plaintiffs have been and continue to be damaged by Defendants' illegal retention of their silver.

62. By virtue of retaining property belonging to Investor Plaintiffs, Investor Plaintiffs have conferred a valuable benefit to Defendants, and Defendants have been unjustly enriched as a result.

63. Defendants have knowledge of such benefits and voluntarily accepted and retained the benefits conferred.

64. Based upon Defendants' above-described conduct, the circumstances are such that it would be inequitable for them to retain the benefits without paying the value thereof to Investor Plaintiffs.

65. As a direct result of Defendants' conduct, Defendants have been unjustly enriched in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

66. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs demand judgment be entered in their favor and against Defendants for compensatory damages, interest and costs.

**COUNT VI - DECEPTIVE AND UNFAIR TRADE PRACTICES AS TO ARGENT
DEFENDANTS AND FIRST STATE DEPOSITORY COMPANY, LLC**

67. Plaintiffs reassert and reallege Paragraphs 1 through 31 of this Complaint above, as though more fully set forth herein.

68. This is an action under the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes §501.201, et seq. ("FDUTPA").

69. Section 501.204(1) declares unfair or deceptive acts or practices in the conduct of any trade to be unlawful.

70. Under §501.211 (2), any person who suffers damages by a violation of FDUTPA may recover actual damages and punitive damages as well as costs and attorney's fees.

71. Argent Defendants and ROBERT HIGGINS are engaged in the business of selling silver to the general public as an investment vehicle.

72. The selling of silver as investment vehicles is considered a "consumer transaction" within the meaning of the Act.

73. The acts or omissions giving rise to this cause of action are not regulated under any other state or federal law.

74. Argent Defendants and FIRST STATE DEPOSITORY COMPANY, LLC engaged in deceptive and unfair trade practices by fraudulently causing Investor Plaintiffs to purchase silver, and, thereafter allow Argent Defendants to retain custody and control of that silver.

75. Argent Defendants and FIRST STATE DEPOSITORY COMPANY, LLC maintain and advertise their website whereby individual consumers are provided with fraudulent information, including the promise that their silver will be returned to them with due notice.

76. These deceptive and unfair trade practices were likely to mislead consumers and did indeed mislead Investor Plaintiffs.

77. These deceptive and unfair trade practices were intended to mislead consumers.

78. Plaintiffs have been damaged as a result of the statutory violations.

79. Plaintiffs have retained the undersigned counsel to represent them and are entitled to recover a reasonable fee for those services under the Act.

80. Moreover, as a result of Argent Defendants' and FIRST STATE DEPOSITORY COMPANY, LLC's egregious conduct, Plaintiffs are entitled to punitive damages under the Act, and hereby make formal request for same. By virtue of this paragraph, Argent Defendants and FIRST STATE are now on notice that Plaintiffs invoke the Act and their right to punitive or treble damages pursuant to same.

WHEREFORE, Investor Plaintiffs, pray this Court to enter judgment against Argent Defendants, FIRST STATE DEPOSITORY COMPANY, LLC and ROBERT HIGGINS for their

loss, treble and/or punitive damages, together with prejudgment interest, costs, attorneys' fees, and any other relief as this Court deems necessary and proper.

COUNT VII - DECEPTIVE AND UNFAIR TRADE PRACTICES
AS TO NEW DIRECTION IRA, INC.

81. Plaintiffs reassert and reallege Paragraphs 1 through 31 of this Complaint above, as though more fully set forth herein.

82. This is an action under the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes §501.201, et seq. ("FDUTPA").

83. Section 501.204(1) declares unfair or deceptive acts or practices in the conduct of any trade to be unlawful.

84. Under §501.211 (2), any person who suffers damages by a violation of FDUTPA may recover actual damages and punitive damages as well as costs and attorney's fees.

85. Argent Defendants are engaged in the business of providing "self-directed" retirement accounts to the general public as an investment vehicle.

86. The provision of such accounts is considered a "consumer transaction" within the meaning of the Act.

87. The acts or omissions giving rise to this cause of action are not regulated under any other state or federal law.

88. NEW DIRECTION engaged in deceptive and unfair trade practices by fraudulently causing Investor Plaintiffs to purchase silver and, thereafter allow NEW DIRECTION to retain custody and control of that silver.

89. NEW DIRECTION maintains and advertises their website whereby individual consumers are provided with fraudulent information, including the promise that they can direct

their accounts and that NEW DIRECTION will comply with instructions and, of course, not keep account holder property.

90. These deceptive and unfair trade practices were likely to mislead consumers and did indeed mislead Investor Plaintiffs.

91. These deceptive and unfair trade practices were intended to mislead consumers.

92. Plaintiffs have been damaged as a result of the statutory violations.

93. Plaintiffs have retained the undersigned counsel to represent them and are entitled to recover a reasonable fee for those services under the Act.

94. Moreover, as a result of NEW DIRECTION's egregious conduct, Plaintiffs are entitled to punitive damages under the Act, and hereby make formal request for same. By virtue of this paragraph, NEW DIRECTION is now on notice that Plaintiffs invoke the Act and their right to punitive or treble damages pursuant to same.

WHEREFORE, Investor Plaintiffs, pray this Court to enter judgment against NEW DIRECTION IRA, INC. for their loss, treble and/or punitive damages, together with prejudgment interest, costs, attorneys' fees, and any other relief as this Court deems necessary and proper.

Dated: March 16, 2016.

Shapiro, Blasi, Wasserman & Hermann, P.A.
Attorneys for Plaintiffs
7777 Glades Road, Suite 400
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Telephone: 561-477-7800
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By: /s/Aram Caldarera Bloom
Aram Caldarera Bloom, Esq.
Florida Bar No. 72465

SBWH

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August 21, 2015

VIA EMAIL AND
CERTIFIED U.S. MAIL

Mr. Robert Higgins
Argent Asset Group, LLC
100 Todds Lane
Wilmington, DE 19802
RHiggins@TheArgentGroup.com

**Re: National Coin Broker; William Tuberville; Karen Atkins; Charlen Helwig and
Larry and Karen Kirk**

Dear Mr. Higgins:

This firm represents the above-captioned individuals and is General Counsel to National Coin Broker and its principal. If you are represented by counsel, please forward this correspondence to them so that I may communicate directly with your attorney.

We write to inform you that it has been brought to our attention that Argent Asset Group, LLC ("Argent") is in breach of its Agreements with our clients by failing to timely return leased silver and by failing to timely make payments to National Coin Broker and to their IRA accounts pursuant to those Agreements. Please direct all future correspondence related to these individuals and their transactions with you and Argent, to me directly.

The above named individuals, through the undersigned, hereby reiterate and repeat their previous requests that you immediately return their silver pursuant to the Agreements. Should Argent remain in default, we have been instructed to take all necessary legal action including, but not limited to, the filing of a lawsuit and filing of reports with all pertinent legal authorities.

Moreover, it appears that your contact with the above-captioned individuals, inasmuch as it is outside the scope of the business transaction, is in violation of the Non-Disclosure Agreement that you entered into with National Coin Broker on January 17, 2014. A review of

EXHIBIT

A

tabbles

that Agreement indicates that your contact with customers sent to you through National Coin Broker is to be limited to the scope of the transaction. Should the breach continue, we have likewise been instructed to take immediate legal action.

In addition to and as a result of the illegal act referenced above, Argent, through you, is knowingly and unjustly interfering with National Coin Broker's existing contracts with its clients. Specifically, Argent, through intimidation, threats of lawsuits and outright fraud is attempting to induce National Coin Broker's clients to breach their Agreements with National Coin Broker by, inter alia, defaming National Coin Broker's reputation, and attempting to divert its clients to Argent or Argent affiliated entities.

The Agreements that National Coin Broker has with its clients are clearly enforceable under the law insofar as they are binding commitments that include benefits that accrue to both parties. National Coin Broker, through its principal, has made you aware of those Agreements and your interference in same, and we again advise you that the illegal acts undertaken by Argent, include interference in National Coin Broker's Agreements with its clients.

Insofar as you are now undisputedly aware of the existence of the Agreements, your continued interference in same, after having received this notice, gives rise to a cause of action in favor of National Coin Broker and against Argent for tortious interference in a contract and/or an ongoing business relationship. Should this situation not be remedied, National Coin Broker will be compelled to enforce an action against Argent and you personally for, inter alia, tortious interference with a contract. Given the egregious nature of your actions, you can be assured that National Coin Broker will seek recovery of its attorney's fees and punitive damages.

It has further come to our attention that you have been making defamatory statements about National Coin Broker. Specifically, you have falsely stated that National Coin Broker is not trustworthy, has or will commit fraud, and that it is subject to vaguely referenced lawsuits and criminal prosecution. You note that this "lawsuit" might somehow effect my clients' rights to their silver.

Based on our review of the statements which you continue to disseminate, this letter is provided as a demand that you **cease and desist from making any further statements which may be deemed defamatory**. Moreover, we are further aware that you have made attempts and, in some circumstances have actually contacted current clients of National Coin Broker in an effort to lure them away and otherwise unjustly enrich yourself.

In reviewing your statements regarding National Coin Broker, it is clear that you have made certain statements which, if not true, may be deemed defamatory. Please be advised that if you do not immediately CEASE AND DESIST now and in the future from making any defamatory statements we will have no choice but to pursue our client's available legal remedies, which include a civil lawsuit for injunctive relief and compensatory and punitive damages. You



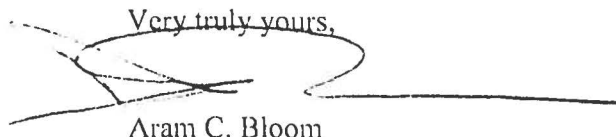
will not receive another cease and desist notice, as we will proceed directly to the filing of a lawsuit.

As if the foregoing were insufficient, it has further come to our attention that you have contacted National Coin Broker and its principal, threatening to file criminal charges against them if they do not resolve the current dispute that you are having over handling of the above listed clients. Please be aware that pursuant to §836.05, Florida Statutes, those threats constitute extortion, and by making those threats you have committed a crime. Specifically, that statute states in pertinent part: "Whoever, either verbally or by a written or printed communication, maliciously threatens to accuse another of any crime or offense, or by such communication maliciously threatens an injury to the person, property or reputation of another, or maliciously threatens to expose another to disgrace, or to expose any secret affecting another, or to impute any deformity or lack of chastity to another, with intent thereby to extort money or any pecuniary advantage whatsoever, or with intent to compel the person so threatened, or any other person, to do any act or refrain from doing any act against his or her will, shall be guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084."

While my clients have every right to move forward with legal action immediately, they have instructed me to provide you with an opportunity to mitigate their damages and make this right. If you wish to reach some sort of agreement before we begin legal proceedings, please contact my office within forty-eight (48) hours. I look forward to hearing from you shortly.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Very truly yours,



Aram C. Bloom

ACB/ble

cc: National Coin Broker, Inc.



Shapiro, Blasi,
Wasserman
Hermann, P.A.

From: Beth Campbell
To: "RHiggins@TheArgentGroup.com"
Subject: National Coin Broker, William Tuberville; Karen Atkins; Charlen Helwig and Larry and Karen Kirk
Date: Friday, August 21, 2015 3:50:10 PM
Attachments: [DOC.PDF](#)
[image001.png](#)

Dear Mr. Higgins, please see attached correspondence from Aram Bloom, Esq. Thank you.

Beth Campbell
Legal Assistant to Michael D.
Mopsick, Esq., & Aram C.
Bloom, Esq.
bcampbell@sbwlawfirm.com
(561) 477-7800 ext. 234
www.sbwlawfirm.com



Shapiro, Blasi,
Wasserman
Hermann, P.A.

**7777 Glades Road, Suite 400, Boca Raton, Florida 33434 | Telephone: (561) 477-7800 -
Facsimile: (561) 477-7722**

This electronic mail message contains information from the law firm of Shapiro, Blasi, Wasserman & Hermann, P.A. and is confidential and/or privileged. This information is intended to be for the use of the individual or entity named as the recipient. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic mail in error, please so indicate by replying to the sender and then please permanently delete this electronic mail message. Thank you.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Robert Higgins
Argent Asset Group, LLC
100 Todds Lane
Wilmington, DE 19802

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name) *Tric Cores* C. Date of Delivery *8/26/15*

D. Is delivery address different from Item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

AUG 26 2015

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered Mail® Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

7014 2870 0000 2404 7491

PS Form 3811, July 2013

Domestic Return Receipt