

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

IRIS ROTHSTEIN,

CASE NO:

Plaintiff,

vs.

BLOOMINGDALE'S LLC,
MACY'S RETAIL HOLDINGS, LLC,
SIMON PROPERTY GROUP, INC
and JANE DOE,

Defendants.

_____ /

COMPLAINT

COMES NOW Plaintiff, IRIS ROTHSTEIN, by and through the undersigned counsel, and hereby files her Amended Complaint against Defendants, BLOOMINGDALE'S LLC, MACY'S RETAIL HOLDINGS, LLC, SIMON PROPERTY GROUP, INC and JANE DOE, and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Fifty Thousand (\$50,000.00) Dollars, excluding costs, interest, and attorney's fees. The amount Plaintiff has entered in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet is for *jurisdictional purposes only* (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. Plaintiff is a natural person residing in Palm Beach County, Florida.

3. At all times material hereto, Defendant, BLOOMINGDALE'S LLC., is a Foreign Limited Liability Company licensed to do business in the State of Florida and maintained a property for the regular transaction of business in Palm Beach County, Florida.

4. At all times material hereto, Defendant, MACY'S RETAIL HOLDINGS, LLC, is a Foreign Limited Liability Company licensed to do business in the State of Florida and maintained a property for the regular transaction of business in Palm Beach County, Florida.

5. At all times material to this action, Defendant, SIMON PROPERTY GROUP, INC, is a Foreign Profit Corporation licensed to do business in the State of Florida and maintained a property for the regular transaction of business in Palm Beach County, Florida.

6. At all times material hereto, Defendant, JANE DOE was an employee of Defendant, SIMON PROPERTY GROUP, INC, and resided in the state of Florida.

7. Venue is proper in this Court as the incident giving rise to this action occurred in Palm Beach County, Florida.

FACTS GIVING RISE TO CAUSE OF ACTION

8. At all times material hereto, and on October 23, 2025, BLOOMINGDALE'S LLC., owned, managed, controlled, constructed, designed, operated, maintained, and/or possessed the parking lot located in front of and adjacent to 5840 W Glades Rd, Boca Raton, FL 33431 (hereinafter referred to as the "Premises"), which was open to guests of the Defendant, including the Plaintiff herein.

9. At all times material hereto, Defendant, BLOOMINGDALE'S LLC., had a duty to properly maintain, inspect and repair the aforementioned parking lot located at the Premises.

10. At all times material hereto, and on October 23, 2025, MACY'S RETAIL HOLDINGS, LLC, owned, managed, controlled, constructed, designed, operated, maintained, and/or possessed the parking lot located in front of and adjacent to 5840 W Glades Rd, Boca Raton, FL 33431 (hereinafter referred to as the "Premises"), which was open to guests of the Defendant, including the Plaintiff herein.

11. At all times material hereto, Defendant, MACY'S RETAIL HOLDINGS, LLC, had a duty to properly maintain, inspect and repair the aforementioned parking lot located at the Premises.

12. At all times material hereto, and on October 23, 2025, SIMON PROPERTY GROUP, INC, owned, managed, controlled, constructed, designed, operated, maintained, and/or possessed the parking lot located in front of and adjacent to 5840 W Glades Rd, Boca Raton, FL 33431 (hereinafter referred to as the "Premises"), which was open to guests of the Defendant, including the Plaintiff herein.

13. At all times material hereto, Defendant, JANE DOE, was working as a manager for, SIMON PROPERTY GROUP, INC, and had a duty to make sure that the subject parking lot was properly maintained, inspected, and repaired.

14. At all times material hereto, Defendant, SIMON PROPERTY GROUP, INC, had a duty to properly maintain, inspect and repair the aforementioned parking lot located at the Premises.

15. On or about October 23, 2025, Plaintiff, IRIS ROTHSTEIN, was lawfully walking on the aforementioned parking lot towards the entrance of the Bloomingdale's store, when she tripped and fell as a result of an unlevel, broken, raised and otherwise dangerous condition that existed on the subject parking lot.

16. At said time and place, Plaintiff was an invitee, lawfully upon the Premises of the Defendant, who owed Plaintiff a duty to exercise reasonable care for her safety.

17. As a result of the fall, Plaintiff, IRIS ROTHSTEIN, sustained permanent and severe bodily injury.

COUNT I - NEGLIGENCE AGAINST BLOOMINGDALE'S LLC

Plaintiff hereby incorporates and re-alleges the allegations contained in paragraphs 1 through 17, as though fully set forth herein and further states:

18. At all times material hereto, the Defendant, BLOOMINGDALE'S LLC., had a non-delegable duty to Plaintiff, IRIS ROTHSTEIN, as its invitee, to provide a reasonably safe environment, including, but not limited to, maintaining the subject parking lot, so that it was not uneven, raised, cracked, loose, did not have abrupt changes in elevation and was not otherwise in a dangerous and defective condition.

19. At all times material hereto, Defendant had a duty to warn persons such as the Plaintiff of a dangerous condition about which Defendant had, or should have had, knowledge greater than that of the Plaintiff, and/or a duty to correct a dangerous condition about which Defendant either knew or should have known, by the use of reasonable care.

20. At all times material hereto, BLOOMINGDALE'S LLC had a non-delegable duty to Plaintiff to maintain the Premises in a reasonably safe condition.

21. At all times material hereto, BLOOMINGDALE'S LLC, breached its duty to the Plaintiff by committing one or more of the following acts or omissions:

- a) By negligently failing to maintain or adequately maintain the subject parking lot, thus creating a hazardous condition to members of the public utilizing said parking lot,

- including the Plaintiff herein, thus creating an unreasonably dangerous condition for Plaintiff;
- b) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing the parking lot to have an uneven, unlevel, cracked, and broken surface;
 - c) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to contain potholes, cracks, and divots;
 - d) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to have abrupt changes in elevation;
 - e) Negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to become raised and unlevel;
 - f) By negligently failing to warn of one or more of the above-referenced dangerous conditions that existed at the time of the Plaintiff's incident about which Defendant had, or should have had knowledge greater than that of Plaintiff;
 - g) By negligently failing to correct one or more of the above-referenced dangerous conditions of the parking lot about which Defendant either knew or should have known, by the use of reasonable care;
 - h) By negligently failing to inspect or adequately inspect the subject parking lot, as specified above, to ascertain whether the parking lot constituted a hazard to

- pedestrians utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition to the Plaintiff;
- i) Negligently failing to barricade, restrict, or otherwise prevent persons such as Plaintiff from encountering the hazardous and dangerous condition on its Premises;
 - j) Negligently failing to correct and or adequately correct one or more of the above-referenced unreasonably dangerous conditions of the subject parking lot about which the Defendant either knew or such conditions had existed for a sufficient length of time such that Defendant should have known of same had Defendant exercised reasonable care;
 - k) Negligently failing to comply with all applicable building, local and/or governmental rules and regulations;
 - l) Negligently failing to properly construct, design, maintain or adequately repair the parking lot at the Premises to prevent Plaintiff from encountering a hazardous condition;
 - m) Was otherwise negligent in the construction, care, maintenance, and/or upkeep of the parking lot, so as to cause the Plaintiff's injuries.

22. That the Defendant, its agents, servants and/or employees was negligent in that it violated its duty to persons on the aforesaid Premises and to this Plaintiff in particular, in knowingly permitting, suffering and allowing the aforesaid parking lot to be, become and remain in a defective, unsafe and dangerous condition, and was further negligent in failing to take suitable precautions for the safety of persons lawfully on the aforesaid Premises.

23. That the Defendant knew or in the exercise of reasonable care should have known of the existence of the dangerous conditions on the Premises and should have taken action to remedy same; that said dangerous conditions had existed for a sufficient length of time that, in the exercise of reasonable care, the Defendant knew or should have known of the condition and should have taken action to remedy same.

24. As a direct and proximate result of the Defendant, BLOOMINGDALE'S LLC., negligence as alleged above, Plaintiff, IRIS ROTHSTEIN, tripped and fell and suffered permanent bodily injuries in and about her body and extremities, including but not limited to pain and suffering of both a physical and mental nature, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings in the past, and loss of the ability to earn money in the future, and aggravation of a previously existing condition. These losses are permanent and continuing and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, IRIS ROTHSTEIN, sues the Defendant, BLOOMINGDALE'S LLC., for damages and demands judgment in excess of Fifty Thousand Dollars (\$50,000.00), plus interest and costs, and for any other relief this Court deems just and proper.

COUNT II - NEGLIGENCE AGAINST MACY'S RETAIL HOLDINGS, LLC

Plaintiff hereby incorporates and re-alleges the allegations contained in paragraphs 1 through 17, as though fully set forth herein and further states:

25. At all times material hereto, the Defendant, MACY'S RETAIL HOLDINGS, LLC, had a non-delegable duty to Plaintiff, IRIS ROTHSTEIN, as its invitee, to provide a

reasonably safe environment, including, but not limited to, maintaining the subject parking lot, so that it was not uneven, raised, cracked, loose, did not have abrupt changes in elevation and was not otherwise in a dangerous and defective condition.

26. At all times material hereto, Defendant had a duty to warn persons such as the Plaintiff of a dangerous condition about which Defendant had, or should have had, knowledge greater than that of the Plaintiff, and/or a duty to correct a dangerous condition about which Defendant either knew or should have known, by the use of reasonable care.

27. At all times material hereto, MACY'S RETAIL HOLDINGS, LLC had a non-delegable duty to Plaintiff to maintain the Premises in a reasonably safe condition.

28. At all times material hereto, MACY'S RETAIL HOLDINGS, LLC, breached its duty to the Plaintiff by committing one or more of the following acts or omissions:

- n) By negligently failing to maintain or adequately maintain the subject parking lot, thus creating a hazardous condition to members of the public utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition for Plaintiff;
- o) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing the parking lot to have an uneven, unlevel, cracked, and broken surface;
- p) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to contain potholes, cracks, and divots;

- q) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to have abrupt changes in elevation;
- r) Negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to become raised and unlevel;
- s) By negligently failing to warn of one or more of the above-referenced dangerous conditions that existed at the time of the Plaintiff's incident about which Defendant had, or should have had knowledge greater than that of Plaintiff;
- t) By negligently failing to correct one or more of the above-referenced dangerous conditions of the parking lot about which Defendant either knew or should have known, by the use of reasonable care;
- u) By negligently failing to inspect or adequately inspect the subject parking lot, as specified above, to ascertain whether the parking lot constituted a hazard to pedestrians utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition to the Plaintiff;
- v) Negligently failing to barricade, restrict, or otherwise prevent persons such as Plaintiff from encountering the hazardous and dangerous condition on its Premises;
- w) Negligently failing to correct and or adequately correct one or more of the above-referenced unreasonably dangerous conditions of the subject parking lot about which the Defendant either knew or such conditions had existed for a sufficient length of time

such that Defendant should have known of same had Defendant exercised reasonable care;

- x) Negligently failing to comply with all applicable building, local and/or governmental rules and regulations;
- y) Negligently failing to properly construct, design, maintain or adequately repair the parking lot at the Premises to prevent Plaintiff from encountering a hazardous condition;
- z) Was otherwise negligent in the construction, care, maintenance, and/or upkeep of the parking lot, so as to cause the Plaintiff's injuries.

29. That the Defendant, its agents, servants and/or employees was negligent in that it violated its duty to persons on the aforesaid Premises and to this Plaintiff in particular, in knowingly permitting, suffering and allowing the aforesaid parking lot to be, become and remain in a defective, unsafe and dangerous condition, and was further negligent in failing to take suitable precautions for the safety of persons lawfully on the aforesaid Premises.

30. That the Defendant knew or in the exercise of reasonable care should have known of the existence of the dangerous conditions on the Premises and should have taken action to remedy same; that said dangerous conditions had existed for a sufficient length of time that, in the exercise of reasonable care, the Defendant knew or should have known of the condition and should have taken action to remedy same.

31. As a direct and proximate result of the Defendant, MACY'S RETAIL HOLDINGS, LLC, negligence as alleged above, Plaintiff, IRIS ROTHSTEIN, tripped and fell and suffered permanent bodily injuries in and about her body and extremities, including but not limited to pain

and suffering of both a physical and mental nature, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings in the past, and loss of the ability to earn money in the future, and aggravation of a previously existing condition. These losses are permanent and continuing and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, IRIS ROTHSTEIN, sues the Defendant, BLOOMINGDALE'S LLC., for damages and demands judgment in excess of Fifty Thousand Dollars (\$50,000.00), plus interest and costs, and for any other relief this Court deems just and proper.

COUNT III – NEGLIGENCE AGAINST SIMON PROPERTY GROUP, INC

Plaintiff hereby incorporates and re-alleges the allegations contained in paragraphs 1 through 17, as though fully set forth herein and further states:

32. At all times material hereto, the Defendant, SIMON PROPERTY GROUP, INC, had a non-delegable duty to Plaintiff, IRIS ROTHSTEIN, as its invitee, to provide a reasonably safe environment, including, but not limited to, maintaining the subject parking lot, so that it was not uneven, raised, cracked, loose, did not have abrupt changes in elevation and was not otherwise in a dangerous and defective condition.

33. At all times material hereto, Defendant had a duty to warn persons such as the Plaintiff of a dangerous condition about which Defendant had, or should have had, knowledge greater than that of the Plaintiff, and/or a duty to correct a dangerous condition about which Defendant either knew or should have known, by the use of reasonable care.

34. At all times material hereto, SIMON PROPERTY GROUP, INC, had a non-delegable duty to Plaintiff to maintain the Premises in a reasonably safe condition

35. At all times material hereto, SIMON PROPERTY GROUP, INC, breached its duty to the Plaintiff by committing one or more of the following acts or omissions:

- aa) By negligently failing to maintain or adequately maintain the subject parking lot, thus creating a hazardous condition to members of the public utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition for Plaintiff;
- bb) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing the parking lot to have an uneven, unlevel, cracked, and broken surface;
- cc) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to contain potholes, cracks, and divots;
- dd) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to have abrupt changes in elevation;
- ee) Negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to become raised and unlevel;
- ff) By negligently failing to warn of one or more of the above-referenced dangerous conditions that existed at the time of the Plaintiff's incident about which Defendant had, or should have had knowledge greater than that of Plaintiff;
- gg) By negligently failing to correct one or more of the above-referenced dangerous conditions of the parking lot about which Defendant either knew or should have known, by the use of reasonable care;
- hh) By negligently failing to inspect or adequately inspect the subject parking lot, as specified above, to ascertain whether the parking lot constituted a hazard to pedestrians utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition to the Plaintiff;
- ii) Negligently failing to barricade, restrict, or otherwise prevent persons such as Plaintiff from encountering the hazardous and dangerous condition on its Premises;

- jj) Negligently failing to correct and or adequately correct one or more of the above-referenced unreasonably dangerous conditions of the subject parking lot about which the Defendant either knew or such conditions had existed for a sufficient length of time such that Defendant should have known of same had Defendant exercised reasonable care;
- kk) Negligently failing to comply with all applicable building, local and/or governmental rules and regulations;
- ll) Negligently failing to properly construct, design, maintain or adequately repair the parking lot at the Premises to prevent Plaintiff from encountering a hazardous condition;
- mm) Was otherwise negligent in the construction, care, maintenance, and/or upkeep of the parking lot, so as to cause the Plaintiff's injuries.

36. That the Defendant, its agents, servants and/or employees was negligent in that it violated its duty to persons on the aforesaid Premises and to this Plaintiff in particular, in knowingly permitting, suffering and allowing the aforesaid parking lot to be, become and remain in a defective, unsafe and dangerous condition, and was further negligent in failing to take suitable precautions for the safety of persons lawfully on the aforesaid Premises.

37. That the Defendant knew or in the exercise of reasonable care should have known of the existence of the dangerous conditions on the Premises and should have taken action to remedy same; that said dangerous conditions had existed for a sufficient length of time that, in the exercise of reasonable care, the Defendant knew or should have known of the condition and should have taken action to remedy same.

38. As a direct and proximate result of the Defendant, SIMON PROPERTY GROUP, INC, negligence as alleged above, Plaintiff, IRIS ROTHSTEIN, tripped and fell and suffered permanent bodily injuries in and about her body and extremities, including but not limited to pain and suffering of both a physical and mental nature, disability, disfigurement, permanent and

significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings in the past, and loss of the ability to earn money in the future, and aggravation of a previously existing condition. These losses are permanent and continuing and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, IRIS ROTHSTEIN, sues the Defendant, SIMON PROPERTY GROUP, INC, for damages and demands judgment in excess of Fifty Thousand Dollars (\$50,000.00), plus interest and costs, and for any other relief this Court deems just and proper.

COUNT IV - NEGLIGENCE AGAINST JANE DOE

Plaintiff hereby incorporates and re-alleges the allegations contained in paragraphs 1 through 17, as though fully set forth herein and further states:

39. At all times material hereto, JANE DOE, managed and/or operated the aforementioned hotel, which was open to the public, including the Plaintiff herein.

40. At all times material hereto, Defendant, JANE DOE, was the manager of Defendant, SIMON PROPERTY GROUP, INC, and in charge of the daily operations and is directly responsible for ensuring that the Premises is maintained in a safe manner.

41. At all times material hereto, JANE DOE, was directly responsible for executing SIMON PROPERTY GROUP, INC's, policies and procedures.

42. At all times material hereto, JANE DOE, owed Plaintiff a duty to maintain the hotel and parking lot area in a reasonably safe condition and to warn Plaintiff of any dangerous conditions.

43. At said time and place, JANE DOE, her agents, servants and/or employees, breached their duty owed to Plaintiff by committing one or more of the following acts or omissions:

- nn) By negligently failing to maintain or adequately maintain the subject parking lot, thus creating a hazardous condition to members of the public utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition for Plaintiff;
- oo) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing the parking lot to have an uneven, unlevel, cracked, and broken surface;
- pp) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to contain potholes, cracks, and divots;
- qq) By negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to have abrupt changes in elevation;
- rr) Negligently failing to maintain or adequately maintain the parking lot in a reasonably safe condition, to wit, by allowing sections of the parking lot to become raised and unlevel;
- ss) By negligently failing to warn of one or more of the above-referenced dangerous conditions that existed at the time of the Plaintiff's incident about which Defendant had, or should have had knowledge greater than that of Plaintiff;
- tt) By negligently failing to correct one or more of the above-referenced dangerous conditions of the parking lot about which Defendant either knew or should have known, by the use of reasonable care;
- uu) By negligently failing to inspect or adequately inspect the subject parking lot, as specified above, to ascertain whether the parking lot constituted a hazard to pedestrians utilizing said parking lot, including the Plaintiff herein, thus creating an unreasonably dangerous condition to the Plaintiff;
- vv) Negligently failing to barricade, restrict, or otherwise prevent persons such as Plaintiff from encountering the hazardous and dangerous condition on its Premises;

- ww) Negligently failing to correct and or adequately correct one or more of the above-referenced unreasonably dangerous conditions of the subject parking lot about which the Defendant either knew or such conditions had existed for a sufficient length of time such that Defendant should have known of same had Defendant exercised reasonable care;
- xx) Negligently failing to comply with all applicable building, local and/or governmental rules and regulations;
- yy) Negligently failing to train and/or inadequately train its employees to inspect, maintain, and/or repair the floors in and around the ice coolers for dangerous conditions;
- zz) Negligently failing to properly construct, design, maintain or adequately repair the parking lot at the Premises to prevent Plaintiff from encountering a hazardous condition;
- aaa) Was otherwise negligent in the construction, care, maintenance, and/or upkeep of the parking lot, so as to cause the Plaintiff's injuries.

44. That the Defendant, its agents, servants and/or employees was negligent in that it violated its duty to persons on the aforesaid Premises and to this Plaintiff in particular, in knowingly permitting, suffering and allowing the aforesaid parking lot to be, become and remain in a defective, unsafe and dangerous condition, and was further negligent in failing to take suitable precautions for the safety of persons lawfully on the aforesaid Premises.

45. That the Defendant knew or in the exercise of reasonable care should have known of the existence of the dangerous conditions on the Premises and should have taken action to remedy same; that said dangerous conditions had existed for a sufficient length of time that, in the exercise of reasonable care, the Defendant knew or should have known of the condition and should have taken action to remedy same.

46. As a direct and proximate result of the Defendant, JANE DOE, negligence as alleged above, Plaintiff, IRIS ROTHSTEIN, tripped and fell and suffered permanent bodily injuries in and about her body and extremities, including but not limited to pain and suffering of both a

physical and mental nature, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings in the past, and loss of the ability to earn money in the future, and aggravation of a previously existing condition. These losses are permanent and continuing and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, IRIS ROTHSTEIN, sues the Defendant, JANE DOE, for damages and demands judgment in excess of Fifty Thousand Dollars (\$50,000.00), plus interest and costs, and for any other relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, IRIS ROTHSTEIN, demands trial by jury of all issues so triable.

RESPECTFULLY submitted this 11th day of June 2026.

By: /s/ Carissa M. Peebles
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