

**DRAFT – ATTORNEY WORK PRODUCT / ATTORNEY CLIENT COMMUNICATION**

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

TIKD SERVICES LLC,	)
	)
Plaintiff,	)
	)
v.	)
	)
GOLD AND ASSOCIATES, P.A., d/b/a	)
THE TICKET CLINIC; and MARK S.	)
GOLD,	)
	)
Defendants.	)
	)

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**COMPLAINT**

Plaintiff, Tikd Services LLC (“Tikd”), sues Defendants, Gold and Associates, P.A., d/b/a The Ticket Clinic (“Ticket Clinic”) and Mark S. Gold (“Gold”), and alleges:

**PARTIES AND JURISDICTION**

1. This is an action for damages that exceed the sum of \$15,000, exclusive of interest, costs, and attorneys’ fees.
2. Tikd is a Delaware limited liability company with its principal place of business located in Miami-Dade County, Florida.
3. Ticket Clinic is a Florida corporation with its principal place of business located in Miami-Dade County, Florida.
4. Gold is an individual who resides in Miami-Dade County, Florida. Gold is an attorney with and the president of Ticket Clinic, and is being sued in his personal capacity based

on his engagement in tortious conduct. All of the conduct alleged in this Complaint pertaining to Gold was performed both in his personal capacity and on behalf of Ticket Clinic.

5. Venue is proper in this action pursuant to Fla. Stat. §47.011, because each of the Defendants reside in Miami-Dade County, Florida and because the cause of action accrued in Miami-Dade County, Florida.

6. All conditions precedent to bringing this action have been performed or waived.

**FACTUAL ALLEGATIONS**

**Tikd's Services for its Customers**

7. Tikd provides a unique service to individuals who receive traffic tickets, whereby Tikd, with each customer's consent and authority in each and every instance: (a) hires an independent, licensed lawyer on each customer's behalf, who will provide legal services for that customer in connection with resolving a traffic ticket; and (b) covers the costs associated with challenging the ticket, including the fee to the lawyer, court costs, and any administrative fees.

8. TIKD's services are entirely different than those of an attorney as TIKD does not provide any legal services whatsoever, and offers no legal advice to its customers. All legal matters are handled in their entirety by independent, licensed attorneys.

9. To that end, Tikd, through its affiliated company, has developed business relationships with certain independent, licensed attorneys in Florida who have experience resolving traffic tickets. Under these relationships, Tikd will hire one of these independent, licensed Florida attorneys, on behalf of a Tikd customer, who will then provide legal services directly to that customer in connection with resolving a traffic ticket.

10. Mr. David Paz, Esq. (“Attorney Paz”), a licensed Florida attorney, has a business relationship with Tikd through which he has provided legal services to certain of Tikd’s customers who received traffic tickets in Miami-Dade and Broward Counties.

11. Mr. Jordan Ostroff, Esq (“Attorney Ostroff”), a licensed Florida attorney, has a business relationship with Tikd through which he has provided legal services to certain of Tikd’s customers who received traffic tickets in Orange County, among other locations.

**Ticket Clinic’s and Gold’s Efforts to Interfere with Tikd’s Business**

12. Gold and others at Ticket Clinic have engaged in an intentional and unjustified campaign to undermine the business relationships between Tikd and the lawyers it hires on behalf of its customers.

13. These intentional and unjustified actions have resulted in Tikd losing access to the marketplace for legal services. Specifically, as a result of Ticket Clinic’s and Gold’s intentional and unjustified interference with these business relationships, Tikd has been required to halt accepting customers in some areas, and thereby reject payments from customers who wish to use Tikd’s services, forego revenue, and suffer damage to its brand and reputation. These actions have caused, and will continue to cause, direct financial harm to Tikd.

14. On or about April 3, 2017, and possibly earlier, Gold and Ticket Clinic began contacting attorneys across the State of Florida in an effort to identify those attorneys who have business relationships with Tikd for providing legal services to Tikd’s customers.

15. Upon information and belief, on or about April 7, 2017, Gold personally called Attorney Paz and threatened him that, unless Attorney Paz terminated his relationship with Tikd, Gold and Ticket Clinic would report Attorney Paz to The Florida Bar, and would seek to have

Attorney Paz disbarred. Attorney Paz currently receives referrals from time to time from Ticket Clinic for clients who require services relating to traffic tickets. Upon information and belief, Gold also threatened Attorney Paz that Ticket Clinic would no longer refer these types of clients to Attorney Paz if he did not sever his relationship with Tikd.

16. Because of these threats, and not due to any legitimate concerns relating to Tikd's business, Attorney Paz terminated his business relationship with Tikd, and has refused to provide legal services for any future customers for which Tikd seeks to retain Attorney Paz on the customers' behalf.

17. Ted L. Hollander, Eq. is Gold's partner at Ticket Clinic. Upon information and belief, Mr. Hollander, on behalf of Ticket Clinic, called Attorney Ostroff shortly thereafter, on April 7, 2017, and also threatened him that, unless Attorney Ostroff terminated his relationship with Tikd, Ticket Clinic would report Attorney Ostroff to The Florida Bar, and would seek to have Attorney Ostroff disbarred. Further, Mr. Hollander falsely conveyed to Attorney Ostroff that Attorney Paz had severed his contractual relationship with Tikd due to concerns with the legality and ethics of Tikd's business. These efforts caused Attorney Ostroff temporarily to halt his relationship with TIKD while he researched the threats from Mr. Hollander.

18. As a result of these actions by Gold and Ticket Clinic, Tikd was forced temporarily to stop accepting customers in many counties in Florida and, as of this date, cannot accept customers in Miami-Dade and Broward counties. Further, Tikd was required to reject customers who used Tikd's services during this window of uncertainty, refund certain payments that customers previously paid to Tikd for its services, and communicate with certain of its customers that Tikd was no longer able to accept their business.

19. The actions of Gold and Ticket Clinic in threatening Attorney Paz and Attorney Ostroff were intentional, unjustified, and intended solely to damage Tikd's existing business relationships. These intentional and unjustified actions have caused Tikd to sustain direct financial damage through the loss of existing and potential customers, as well as material damage to Tikd's brand and reputation.

20. Based on these intentional and unjustified actions on the part of Gold and Ticket Clinic, Tikd has a reasonable belief that Gold and Ticket Clinic have already contacted, and will continue to contact, other independent lawyers across the State of Florida in an effort to prevent those other lawyers from providing legal services for customers of Tikd, including through similar threats that Gold and Ticket Clinic will report those attorneys to The Florida Bar and seek to have them disbarred.

**Count I – Tortious Interference**  
**(Against Gold and Ticket Clinic)**

21. Tikd realleges paragraphs 1 through 20 above as though fully alleged herein.

22. Tikd's relationships with independent lawyers who provide services to customers of Tikd, including Attorney Paz and Attorney Ostroff, constitute advantageous business relationships.

23. Gold and Ticket Clinic had knowledge of these advantageous business relationships, as evidenced by their threatening telephone contact with Attorney Paz and Attorney Ostroff.

24. Notwithstanding their knowledge of these relationships, upon information and belief, Gold and Ticket Clinic have intentionally interfered with these advantageous business relationships.

25. Gold's and Ticket Clinic's tortious interference with Tikd's business relationships was through improper means, deliberate, malicious and unjustified, and it was undertaken with intent to harm Tikd's business reputation and cause financial damages to Tikd.

26. Gold and Ticket Clinic lacked any privilege to engage in such conduct.

27. As a result of Gold's and Ticket Clinic's intentional and unjustified interference with Tikd's advantageous business relationships, Tikd has suffered damages including, but not limited to, loss of revenue from existing and potential customers, as well as material damage to Tikd's brand and reputation, attorneys' fees and costs.

28. In addition to damages, TIKD is requesting an injunction preventing Gold and Ticket Clinic from: (a) threatening lawyers, with whom TIKD has contractual relationships, that Gold and Ticket Clinic will report those attorneys to The Florida Bar and seek to have them disbarred if they do not sever their relationships with Tikd; and (b) providing false information to other lawyers across Florida in an effort to prevent those lawyers from providing legal services for customers of Tikd.

**Count II – Conspiracy to Commit Tortious Interference**  
**(Against Gold and Ticket Clinic)**

29. Tikd realleges paragraphs 1 through 20 above as though fully alleged herein.

30. Gold personally participated in the tortious interference with Tikd's business relationships through his intentional and unjustified threatening communications to Attorney Paz.

31. Gold has engaged in these threatening communications on behalf of himself and his law firm, Ticket Clinic.

32. Other individuals who work for Ticket Clinic, including Mr. Hollander, supported Gold's efforts to interfere with Tikd's business relationships. For example, Mr. Hollander engaged in false and threatening communications to Attorney Ostroff.

33. Upon information and belief, Gold and Ticket Clinic reached an agreement concerning their engagement in tortious interference with Tikd's business relationships through intentional and unjustified threatening communications to Attorney Paz and Attorney Ostroff and other independent lawyers across the State of Florida. Gold, Mr. Hollander, and potentially others at Ticket Clinic agreed with one another that Gold, Mr. Hollander, and potentially others on behalf of Ticket Clinic would engage in intentional and unjustified threatening communications and providing false information to Attorney Paz and Attorney Ostroff, as well as other attorneys across the State of Florida, in an effort to prevent those attorneys who have business relationships with Tikd from providing legal services to Tikd's customers. This agreement between Gold, Ticket Clinic, and possibly other individuals on behalf of Ticket Clinic constitutes a conspiracy.

34. As alleged in further detail above, Gold and Ticket Clinic engaged in this tortious interference with Tikd's business relationships through improper means, and in a manner that was deliberate, malicious and unjustified, and it was undertaken with specific intent to harm Tikd's business reputation and cause financial damages to Tikd. This tortious interference was an unlawful act, or alternatively, a lawful act pursued by unlawful means.

35. Gold, by engaging in threatening communications with Attorney Paz and possibly other independent lawyers across the State of Florida, performed an overt act in furtherance of the conspiracy with Ticket Clinic.

36. Ticket Clinic, through the actions of Mr. Hollander and possibly others, by engaging in threatening communications and providing false information to Attorney Ostroff and possibly other independent lawyers across the State of Florida, performed an overt act in furtherance of the conspiracy.

37. Tikd incurred damages as a result of Gold's and Ticket Clinic's actions taken pursuant to this conspiracy. Specifically, Tikd has suffered damages including, but not limited to, loss of revenue from existing and potential customers, as well as material damage to Tikd's brand and reputation, attorneys' fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Tikd demands a judgment against Ticket Clinic and Gold, awarding Tikd all appropriate relief, including the following:

- (A) an award of damages;
- (B) an injunction prohibiting Gold and Ticket Clinic from: (i) threatening lawyers, with whom Tikd has contractual relationships, that Gold and Ticket Clinic will report those attorneys to The Florida Bar and seek to have them disbarred if they do not sever their relationships with Tikd; and (ii) providing false information to other lawyers across Florida in an effort to prevent those lawyers from providing legal services for customers of Tikd;
- (C) awarding costs, interest, and attorneys' fees; and
- (D) such other relief as the Court deems just and proper.



**DEMAND FOR JURY TRIAL**

Tikd demands a trial by jury on all issues so triable.

Dated: April 11, 2017.

Respectfully submitted,

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