

IN THE CIRCUIT COURT OF THE 11<sup>th</sup> JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: 82-12816CA 27

MICCOSUKEE TRIBE OF INDIANS  
OF FLORIDA, a sovereign nation and  
federally-recognized Indian Tribe,

Plaintiff,

v.

GUY LEWIS, ESQUIRE and  
MICHAEL TEIN, ESQUIRE, Individually,  
and LEWIS TEIN, PL, a law firm and  
professional association

Defendants.

---



COMPLAINT

COMES NOW, Plaintiff, Miccosukee Tribe of Indians of Florida (hereinafter, "the MICCOSUKEE TRIBE"), by and through undersigned counsel brings this action against Defendants, GUY LEWIS, ESQUIRE (hereinafter, "ATTORNEY LEWIS"), MICHAEL TEIN, ESQUIRE (hereinafter, "ATTORNEY TEIN") and, the law firm of LEWIS TEIN, PL (hereinafter, "LEWIS TEIN") and alleges:

PARTIES, JURISDICTION AND VENUE

1. The MICCOSUKEE TRIBE is a sovereign nation and federally-recognized Indian Tribe, exercising powers of self-government under a Tribal Constitution approved by the Secretary of the Interior, pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. § 461 et seq.

2. The MICCOSUKEE TRIBE is located in Miami-Dade County, Florida.
3. ATTORNEY LEWIS is a resident of Miami-Dade County, Florida and is licensed to practice law in Florida.
4. ATTORNEY TEIN is a resident of Miami-Dade County, Florida and is licensed to practice law in Florida.
5. LEWIS TEIN is a law firm and professional association incorporated in Florida whose principal place of business is located in Miami-Dade County, at [REDACTED]  
[REDACTED]
6. All the causes of action that are subject to this suit occurred and accrued in Miami-Dade County, Florida.
7. This is an action for damages that exceed Fifteen Thousand Dollars (\$15,000.00).
8. Venue is proper in Miami-Dade County, Florida because all the Defendants are residents of Miami-Dade County or Broward County, Florida, all causes of action accrued in Miami-Dade County, Florida, and a substantial portion of the conduct of the Defendants which forms the basis of this action occurred in Miami-Dade County, Florida, all the defendants carry out business in the State of Florida and Miami-Dade County and have received substantial revenue from the conduct at issue in this lawsuit.

### GENERAL ALLEGATIONS

9. On or about April 2005, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN began to represent the MICCOSUKEE TRIBE in their capacity as professional attorneys and some individual members of the MICCOSUKEE TRIBE.

10. At all times material hereto, ATTORNEYS LEWIS and TEIN held themselves out as competent professional attorneys and legal experts possessing the requisite legal skills and experience in all areas of law for which the MICCOSUKEE TRIBE and some individual members of the MICCOSUKEE TRIBE retained their services.

11. At all times material hereto, ATTORNEYS LEWIS and TEIN represented the MICCOSUKEE TRIBE and some individual members of the MICCOSUKEE TRIBE as a law firm and professional association.

12. At all times material hereto, LEWIS TEIN held out as a competent law firm composed of professional attorneys and legal experts possessing the requisite legal skills and experience in all areas of law for which the MICCOSUKEE TRIBE and some individual members of the MICCOSUKEE TRIBE retained their services.

13. At all times material hereto, ATTORNEYS LEWIS and TEIN, LEWIS TEIN and the MICCOSUKEE TRIBE and some individual members of the MICCOSUKEE TRIBE acted under an attorney-client relationship.

14. Soon after they began to represent the MICCOSUKEE TRIBE, and some individual members of the MICCOSUKEE TRIBE on or about May 2005, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN created, designed, prepared,

conspired, and implemented a secret and sophisticated scheme to defraud the MICCOSUKEE TRIBE and some of the individual members of the MICCOSUKEE TRIBE that they represented.

15. From on or about May 2005 through December 2009, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, operated a scheme which targeted the MICCOSUKEE TRIBE and some individual members of the MICCOSUKEE TRIBE who were known to have legal issues, whereby ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN represented to the MICCOSUKEE TRIBE and some of the individual members of the MICCOSUKEE TRIBE that they targeted for representation that as former federal prosecutors, and in the particular case of ATTORNEY LEWIS, a former United States Attorney for the Southern District of Florida, they had "important connections," "ability to influence federal officials" and "unique access" within the United States Attorneys' Office for the Southern District of Florida and the federal judiciary.

16. ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN, misled and convinced the MICCOSUKEE TRIBE and some of the individual members of the MICCOSUKEE TRIBE into hiring them by promising "unique results" due to their "important connections," "ability to influence federal officials" and "unique access" within the United States Attorneys' Office for the Southern District of Florida and the federal judiciary.

17. ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN, misled and convinced the MICCOSUKEE TRIBE and some of the individual members of the

MICCOSUKEE TRIBE to pay them millions of dollars in legal fees based on their promise of "unique results" due to their "important connections," "ability to influence federal officials" and "unique access" within the United States Attorneys' Office for the Southern District of Florida and the federal judiciary.

18. At all times material hereto, ATTORNEYS LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting in concert with former employees of the MICCOSUKEE TRIBE, and other unnamed co-conspirators, created, designed, prepared, conspired, and implemented a secret and sophisticated scheme under which the MICCOSUKEE TRIBE and individual members of the MICCOSUKEE TRIBE were improperly and fraudulently charged millions of dollars in excessive, exorbitant and unreasonable legal fees.

19. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, created, designed, prepared, conspired, and implemented a secret and sophisticated scheme to defraud the MICCOSUKEE TRIBE and individual members of the MICCOSUKEE TRIBE out of millions of dollars by creating fictitious, excessive, unreasonable and/or unsubstantiated legal work and other excessive, unreasonable and unsubstantiated expenses.

20. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators created, designed, prepared, conspired, and implemented a secret and sophisticated scheme to defraud the MICCOSUKEE TRIBE

and individual members of the MICCOSUKEE TRIBE by charging excessive and unreasonable expenses for fictitious, excessive, unreasonable, unsubstantiated and substandard legal work.

21. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN, acting in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, created, designed, prepared, conspired, and implemented a secret and sophisticated scheme to conceal and misrepresent to the MICCOSUKEE TRIBE and individual members of the MICCOSUKEE TRIBE the true nature of the legal representation by ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN and the millions of dollars in legal fees and expenses that ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN received from this secret and sophisticated scheme.

22. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN, acting in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, created, designed, prepared, conspired, and implemented a sophisticated scheme to conceal and misrepresent to the MICCOSUKEE TRIBE and its individual members a true conflict of interest in their representation of certain individual members of the MICCOSUKEE TRIBE whose legal issues were adverse to the legal interests of the MICCOSUKEE TRIBE and some of the individual members of the MICCOSUKEE TRIBE that they represented.

23. At all times material hereto, certain former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, approved, supervised and

controlled all the work and payments to ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN and misled the MICCOSUKEE TRIBE and its individual members in order to support a scheme to defraud the MICCOSUKEE TRIBE and its individual members.

24. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN, together with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, were aware and participated in the scheme to defraud the MICCOSUKEE TRIBE, for their own benefit, by misrepresenting and hiding the wrongful purpose of the conspiracy.

25. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN acted in a true conflict of interest by representing certain individual members of the MICCOSUKEE TRIBE, as well as the MICCOSUKEE TRIBE, in matter where their legal issues were adverse and ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN knew them to be in conflict but continued the representation since certain former employees and unnamed co-conspirators created, approved, supervised and controlled all the work and payments to ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN, and did so without the MICCOSUKEE TRIBE having knowledge of the conflict of interest.

26. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators billed the MICCOSUKEE TRIBE for millions of dollars in fictitious, excessive, exorbitant and

unsubstantiated legal fees and used the money belonging to the MICCOSUKEE TRIBE and its individual members to create, maintain and expand a lavish and extravagant lifestyle consisting of the following:

- a. An extravagant and highly publicized lifestyle which includes multiple homes and household luxuries that ATTORNEY LEWIS has listed to include:

“an elaborate ‘Prince’s Chair,’” “[f]urniture featured in the 1939 movie *Gone with the Wind*,” “antique clocks,” and a study room that ATTORNEY LEWIS has described as “[a]djacent, through beautiful stained glass doors is Mr. Lewis’ study, where more than 50 clocks are displayed against the deep red walls, well above a family portrait.”

- b. A marital home that ATTORNEY LEWIS has described the work of “[a]n Italian painter collaborated with them for one year to perfect the look, and his touch is evident in the vibrant walls. Furnishings and accessories also have a European flair.” A brochure by ATTORNEY TEIN describing his luxurious and extravagant lifestyle is attached as **Exhibit 1**.
- c. A flotilla of antique, unique and one of a kind collection of classic automobiles which includes: Maybach, Rolls-Royces, Aston Martin Volante Convertible, Corvettes, Mercedes-Benzs, Mustang Shelby Cobras GT, Porsche, Limousine and BMW, that ATTORNEY LEWIS

has referred to as a "fabulous collection" and "fine examples of automobile art." ATTORNEY LEWIS has emphasized the importance of his automobile collection as follows:

"When an adjacent house came on the market, the Lewises purchased it to lodge their considerable car collection." From the Street, the structure appears to be an ordinary "home." Indoors, however, the space was gutted and is filled with evolving array of autos including several Corvettes dating from 1954 to 1975, a Mercedes-Benz sedan and coupe, a 1934 Rolls Royce, a 1936 Ford, a 1949 Packard, a Chrysler convertible, and a 1970 Dodge Shelby GT 350. Several model airplanes and a zeppelin swoop down from the ceiling. Old auto-related memorabilia include Shell gas pumps, neon signs, a Pepsi Cola machine, and a drive-in movie speaker. A wash basin and urinal add the perfect gas station touch!" [Emphasis added]. Pictures of these expensive automobiles are attached as Exhibit 2.

- b. A 38 foot Christ Craft antique vessel belonging to ATTORNEY LEWIS.
- c. A 2008 Bentley Continental belonging to ATTORNEY TEIN.
- d. A 2011 Porsche Cayenne belonging to ATTORNEY TEIN.
- e. Acquisition of real estate valued at \$3,500,000.00 by ATTORNEY TEIN on property located at [REDACTED]  
[REDACTED]

g. Satisfaction of real estate mortgage [REDACTED] the amount of \$400,000.00 by ATTORNEY TEIN on real estate property located at [REDACTED]

h. Acquisition of real estate valued at \$2,760,000.00 by ATTORNEY LEWIS on property located at [REDACTED]

i. Acquisition of real estate valued at \$1,115,000.00 by ATTORNEY LEWIS on property located at [REDACTED]

j. Acquisition of real estate valued at \$38,400.00 by ATTORNEY LEWIS on property located at [REDACTED]

k. Acquisition of real estate valued at \$48,000.00 by ATTORNEY LEWIS on property located at [REDACTED]

l. A corporate entity under the name of LT REALTY, INC., that is owned and operated by ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN.

m. A corporate entity under the name of OCEANS XIV, LLC that is owned and operated by ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN.

27. The MICCOSUKEE TRIBE has a good faith and reasonable belief that

many of the real and personal properties, real and personal, acquired by ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN from 2005 through 2010 were acquired, improved and/or maintained with the millions of dollars generated by ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN from their scheme to defraud the MICCOSUKEE TRIBE and its members.

28. The MICCOSUKEE TRIBE has a good faith and reasonable belief that the named corporations and business entities were created and operated for the sole purpose of assisting the acquisition, management and sale of several real estate properties that were purchased with the millions of dollars generated by the ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN from their scheme to defraud the MICCOSUKEE TRIBE and its individual members.

#### CAUSES OF ACTION

#### COUNT I

#### LEGAL MALPRACTICE (AS TO ATTORNEY LEWIS, ATTORNEY TEIN, AND LEWIS TEIN)

29. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 28 as though fully set forth herein.

30. From on or about April 2005 through and including December 2009, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN were employed by or in privity with the MICCOSUKEE TRIBE.

31. From on or about April 2005 through and including December 2009, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN maintained an attorney-client relationship with the MICCOSUKEE TRIBE.

32. After the termination of the attorney-client relationship between ATTORNEYS LEWIS and TEIN, LEWIS TEIN and the MICCOSUKEE TRIBE, the Defendants were and are still bound by a duty of loyalty and confidentiality toward the MICCOSUKEE TRIBE.

33. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN owed the MICCOSUKEE TRIBE a duty of loyalty.

34. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN owed the MICCOSUKEE TRIBE a duty of confidentiality.

35. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN neglected the duty of loyalty and confidentiality toward the MICCOSUKEE TRIBE, as a former client, through the following acts and/or omissions:

- a. Disclosing confidential information relating to the inner workings of the MICCOSUKEE TRIBE which they learned during the representation of the MICCOSUKEE TRIBE.
- b. On or about September 2006, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, while representing the MICCOSUKEE TRIBE, improperly and without valid legal authority or consent, disclosed confidential, personal and legally

protected client information and private financial records of the MICCOSUKEE TRIBE and individual members of the MICCOSUKEE TRIBE to third parties. *See* Furnas Dep., Case No. 11-MC-23107-Gold/Goodman, 12:1-16; 20:5-8; 21:13-17; 25:22-25, Jan. 25, 2012. The aforementioned Deposition is attached as **Exhibit 3**. *See also* Tr. of Evidentiary Hr'g, 11:8-16, Feb. 24, 2012. The aforementioned Transcript is attached as **Exhibit 4**.

- c. Engaging in the representation of clients with interests adverse to those of the MICCOSUKEE TRIBE without obtaining the required conflict of interest waiver from the MICCOSUKEE TRIBE. *See* Miccosukee Tribe's Mot. To Disqualify Lewis Tein, PL as Att'ys for Def.s, Case No. 00-25711-CA-20, Mar. 12, 2012. The aforementioned Motion is attached as **Exhibit 5**.
- d. When a monetary judgment, in excess of \$3,000,000 dollars, was entered against their client in Case No. 00-25711-CA-20, ATTORNEY TEIN stated in open court, "I wish the Miccosukee Tribe would pay this judgment so this could be over." (emphasis added for this purpose) Tr. of Hr'g, Case No. 00-25711-CA-20, 34:113-15, Feb. 6, 2012. The aforementioned Transcript is attached as **Exhibit 6**.

- e. On February 21, 2012, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN disclosed a list of witnesses which they intend to call at a May 3-4 evidentiary hearing in Case No. 00-25711-CA-20 . Pl. Notice of Filing, Feb. 21, 2012. The aforementioned Notice of Filing is attached as Exhibit 7. This list is composed of former attorneys for the MICCOSUKEE TRIBE and other Tribal officials who were in possession of confidential information regarding the financial affairs of the MICCOSUKEE TRIBE, which is protected by tribal sovereign immunity, as well as other legal privileges. This disclosure by ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN shows that they are purposely eliciting the disclosure of confidential information of the MICCOSUKEE TRIBE and infringing upon attorney-client confidences in a selfish and well-orchestrated attempt to defend themselves against the accusations of perjury by the Plaintiffs in Case No. 00-25711-CA-20.
- f. In order to achieve their goal of defending themselves against the accusations of perjury by the Plaintiffs in Case No. 00-25711-CA-20, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN have improperly and without the consent or required client waiver, procured the affidavits of former

employees of the MICCOSUKEE TRIBE, which held positions of confidence, to elicit confidential and legally privileged information regarding the internal finances and procedures of the MICCOSUKEE TRIBE. *See* Aff. of Billy Cypress, Aff. of Julio Martinez, former Accounting Supervisor/Finance Officer, and Aff. of Jeanine Bennett, former In-House General Counsel for the MICCOSUKEE TRIBE, attached herein as **Composite Exhibit 8**.

- g. The affidavit procured by ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN from Billy Cypress contained the following statement: "...I directed the Tribe to write checks to Lewis Tein to pay their legal fees. In all cases, those payments were either (a) charged against their distributions on a current basis, or (b) loans from the Tribe to them against future distributions." Aff. of Billy Cypress at ¶4. *See* Composite Exhibit 8.
- h. The affidavit procured by ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN from Julio Martinez contained the following statements: "These Tribe members, like many others who lived on the reservation, did not maintain checking accounts and relied on the Tribe to pay certain bills to third parties." Aff. of Julio Martinez at ¶2; "In all cases, those payments were either (a) charged against their distributions on a current basis, or (b) booked as loans from the Tribe

to them against future distributions.” Aff. of Julio Martinez at ¶4; “At all times, the Tribe maintained accounting records for each of these Tribe members accruing accounts receivable from them in the amounts that exceeded draws on their distributions.” Aff. of Julio Martinez at ¶5. *See Composite Exhibit 8.*

- i. The affidavit procured by ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN from Jeanine Bennett contained the following statements: “the Tribe lent money to individual Tribe members for various purposes including the payment of fees to attorneys for their personal legal representation.” Aff. of Jeanine Bennett at ¶3; “individual loan recipients would elect to pay the loan installments by means of deductions against their quarterly tribal distributions.” Aff. of Jeanine Bennett at ¶3; “the Tribe... would deduct the loan installment payments from... quarterly distributions.” Aff. of Jeanine Bennett at ¶3. *See Composite Exhibit 8.*
  - j. By procuring these confidential and legally protected statements, ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN managed to achieve indirectly what they were unable to do directly, which is strictly forbidden.
36. As a direct and proximate cause of ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN’s actions as set forth above, which demonstrate a

departure from the standard of care of a reasonable attorney, the MICCOSUKEE TRIBE has suffered a great harm.

37. As a direct and proximate cause of ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN's actions as set forth above, the MICCOSUKEE TRIBE has suffered irreparable harm through the disclosure of their confidential and legally protected financial information to the public at a time when the MICCOSUKEE TRIBE is the subject of intense scrutiny, examination, and litigation by the Internal Revenue Service ("IRS").

38. As a direct and proximate cause of ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN's actions as set forth above, the MICCOSUKEE TRIBE is exposed to additional fines and penalties by the IRS.

39. As a direct and proximate cause of ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN's actions as set forth above, the MICCOSUKEE TRIBE has incurred unnecessary attorneys' fees and costs related to the IRS examination and litigation.

40. As a direct and proximate cause of ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN's actions as set forth above, the MICCOSUKEE TRIBE has suffered damages in the form of unnecessary and burdensome litigation in order to prevent the damage caused by the unauthorized release of its confidential and legally protected financial information, as well as potential liability in Case No. 00-25711-CA-20 as a result of the Defendants' actions.

41. As a direct and proximate cause of ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN's actions as set forth above, the MICCOSUKEE TRIBE's confidential information has been disclosed improperly, placing the MICCOSUKEE TRIBE in a disadvantageous position in pending litigation, which has already and will continue to burden the MICCOSUKEE TRIBE.

## COUNT II

### BREACH OF FIDUCIARY DUTY (AS TO ATTORNEY LEWIS, ATTORNEY TEIN, AND LEWIS TEIN)

42. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 41 as though fully set forth herein.

43. During their representation of the MICCOSUKEE TRIBE from on or about May 2005 to or about December 2009, a fiduciary relationship existed between ATTORNEY LEWIS and ATTORNEY TEIN, LEWIS TEIN and the MICCOSUKEE TRIBE.

44. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN abused their attorney-client relationship to the detriment of the MICCOSUKEE TRIBE and its individual members by creating, designing, preparing, conspiring and implementing a scheme to defraud the MICCOSUKEE TRIBE and its individual members of millions of dollars in legal fees by charging excessive and unreasonable fees for fictitious, improperly created, excessive, exorbitant and unreasonable and/or unsubstantiated work.

45. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN abused their attorney-client relationship to the detriment of the MICCOSUKEE TRIBE by creating, designing, preparing, conspiring, and implementing a scheme to conceal and misrepresent to the MICCOSUKEE TRIBE and its individual members the true nature of their representation and the millions of dollars in legal fees and expenses derived from this scheme.

46. On or about September 2006, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, while representing the MICCOSUKEE TRIBE, improperly and without valid legal authority or consent, disclosed confidential, personal and legally protected client information and private financial records of the MICCOSUKEE TRIBE and individual members of the MICCOSUKEE TRIBE to third parties in order to protect, maintain, enhance, expand and continue their sophisticated scheme to defraud the MICCOSUKEE TRIBE and some individual members of the MICCOSUKEE TRIBE. *See Exhibits 3-4.*

47. At the time of this improper and unauthorized disclosure, ATTORNEY LEWIS AND ATTORNEY TEIN and LEWIS TEIN, were simultaneously representing persons whose legal interests were in true conflict and adverse to the interests of the MICCOSUKEE TRIBE and its individual members.

48. During the representation of the MICCOSUKEE TRIBE from on or about May 2005 through and including December 2009, a fiduciary relationship existed between certain former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators.

49. At all times material hereto, certain former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators abused their fiduciary relationship to the detriment of the MICCOSUKEE TRIBE and its individual members by assisting ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN in their scheme to defraud the MICCOSUKEE TRIBE and its individual members of millions of dollars in legal fees by charging excessive and unreasonable fees for fictitious, improperly created, excessive, exorbitant and unreasonable and/or unsubstantiated work through her review, active encouragement and active recommendation to the MICCOSUKEE TRIBE that all legal bills and invoices submitted by ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN were legitimate, proper and should be paid in full even though no substantial work was ever produced to justify the exorbitant charges reflected in the bills and invoices.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN have breached their fiduciary duty and attorney-client relationship with the MICCOSUKEE TRIBE and its individual members to the detriment of the MICCOSUKEE TRIBE and the Court should award actual, compensatory, general and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

COUNT III

FRAUD  
(AS TO ATTORNEY LEWIS, ATTORNEY TEIN  
AND LEWIS TEIN)

50. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 49 as though fully set forth herein.

51. At all times material hereto ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, as attorneys for the MICCOSUKEE TRIBE, had a duty to handle the legal affairs of the MICCOSUKEE TRIBE with the utmost degree of honesty, forthrightness, loyalty and fidelity.

52. At all times material hereto ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN intentionally, knowingly and willingly misrepresented to the MICCOSUKEE TRIBE the true nature and scope of their work, the true value of their work, the reasonableness of the fees charged and the result of their representation.

53. Unnamed co-conspirators, including former employees of the MICCOSUKEE TRIBE and others having a fiduciary duty to the MICCOSUKEE TRIBE such as ATTORNEY BENNETT, also knowingly and willfully aided and abetted in defrauding the MICCOSUKEE TRIBE by recommending the payment of millions of dollars in legal fees for alleged work that they knew or should have known was not performed.

54. Unnamed co-conspirators, including former employees of the MICCOSUKEE TRIBE and others having a fiduciary duty to the MICCOSUKEE

TRIBE such as ATTORNEY BENNETT, also knowingly and willfully aided and abetted in defrauding the MICCOSUKEE TRIBE by reviewing and recommending the payment of millions of dollars in legal fees that were excessive, fictitious, improperly created, and/or unsubstantiated.

55. As a direct result of this intentional, knowing, willful and wanton misrepresentation by ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN and other former employees of the MICCOSUKEE TRIBE and unnamed co-conspirators, the MICCOSUKEE TRIBE was lured into unnecessarily paying millions of dollars in legal fees that were excessive and unreasonable, for work that was fictitious, improperly created, unsubstantiated and which did not achieve any reasonable benefits.

56. ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN have not only perpetrated a fraud against the MICCOSUKEE TRIBE, but they are also defrauding the public by holding themselves out to be the current attorneys for the MICCOSUKEE TRIBE. See Lewis Tein PL's Client Page at <http://www.lewistein.com/clients/>, Miami Herald Article dated Mar. 27, 2012, and Miami Herald Article dated Mar. 28, 2012, attached herein as Composite Exhibit 9. By continuing to misrepresent themselves as the attorneys for the MICCOSUKEE TRIBE they are misleading the public and using the MICCOSUKEE TRIBE's name without consent.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN have:

(1) breached their fiduciary duty and attorney-client relationship by perpetrating a fraud upon the MICCOSUKEE TRIBE, which ultimately resulted in a detriment to the MICCOSUKEE TRIBE; and (2) award actual, compensatory, general and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

#### COUNT IV

##### FRAUD IN THE CONCEALMENT (AS TO ATTORNEY LEWIS, ATTORNEY TEIN AND LEWIS TEIN)

57. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 56 as though fully set forth herein.

58. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN knew that they were charging the MICCOSUKEE TRIBE millions of dollars in legal fees that were excessive and unreasonable, for work that was fictitious, improperly created, unsubstantiated and which did not achieve any reasonable benefits, other than the illicit enrichment of ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN.

59. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN knew that their representation of certain persons was a conflict of interest and the legal interests of certain persons that they represented was adverse and in true conflict with the legal interests of the MICCOSUKEE TRIBE.

60. As a direct result of this fraudulent concealment, the MICCOSUKEE TRIBE was induced to unnecessarily pay millions of dollars in legal fees that were excessive and unreasonable, for work that was fictitious, improperly created, unsubstantiated and which did not achieve any reasonable benefits other than the illicit enrichment of ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN.

61. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN were acting as attorneys for the MICCOSUKEE TRIBE and had a legal duty to disclose any and all material facts relating to the representation of the MICCOSUKEE TRIBE.

62. At all times material hereto, other co-conspirators, including certain former employees of the MICCOSUKEE TRIBE, and others, were under a legal duty to disclose any and all material facts to the MICCOSUKEE TRIBE but did not do so in order to conceal the fraud and enrich themselves.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN have engaged in conduct that constitutes fraud in the concealment to the detriment of the MICCOSUKEE TRIBE and award actual, compensatory, general, treble and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

COUNT V

CONSPIRACY TO DEFRAUD  
(AS TO ATTORNEY LEWIS, ATTORNEY TEIN  
AND LEWIS TEIN)

63. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 62 as though fully set forth herein.

64. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, were acting as attorneys for the MICCOSUKEE TRIBE.

65. ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, while representing the MICCOSUKEE TRIBE, acted in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators to create, design, prepare, and implement a scheme to defraud the MICCOSUKEE TRIBE out of millions of dollars for fictitious, improperly created, excessive, unreasonable and/or unsubstantiated legal work.

66. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, in agreement, and acting in concert with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, implemented a scheme designed to benefit ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN and other unnamed co-conspirators with millions of dollars in legal fees and other benefits that were charged to the MICCOSUKEE TRIBE for fictitious, improperly created, excessive, unreasonable and/or unsubstantiated legal and other work that had no purpose other than to enrich its participants.

67. As a direct result of this conspiracy between ATTORNEY LEWIS and

ATTORNEY TEIN and LEWIS TEIN, the MICCOSUKEE TRIBE was induced to unnecessarily spend millions of dollars in legal fees for work that had no legitimate purpose.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN have engaged in conduct that constitutes conspiracy to defraud to the detriment of the MICCOSUKEE TRIBE and award actual, compensatory, general, treble and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

#### COUNT VI

#### CIVIL RICO CONSPIRACY (AS TO ATTORNEY LEWIS, ATTORNEY TEIN AND LEWIS TEIN)

68. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 67 as though fully set forth herein.

69. At all times material hereto, ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN and former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators formed an Enterprise within the meaning of RICO.

70. The members of the Enterprise were associated with each other to achieve a common goal, to defraud the MICCOSUKEE TRIBE in order to enrich themselves.

71. The Enterprise functioned as an ongoing organization and a continuing unit and shared a common purpose, to defraud the MICCOSUKEE TRIBE and hide

the theft and embezzlement of Tribal funds in order to enrich and benefits the members of the Enterprise.

72. In order to continue to function, the Enterprise committed illegal acts and engaged in a pattern of concealment and deceit, including numerous overt acts:

- a. cover-up of credit card embezzlement.
- b. concealment from the MICCOSUKEE TRIBE of disclosure by members of the Enterprise of confidential Tribal records, for the purpose of allowing the continuation of the theft and embezzlement without knowledge of the governing body of the MICCOSUKEE TRIBE.
- c. approval by former employees of the MICCOSUKEE TRIBE and other co-conspirators of unauthorized expenditures that were excessive, exorbitant and unreasonable.

73. From April 2005 and continuing, the Enterprise conspired to implement a secret and sophisticated scheme designed to benefit the members of the Enterprise by obtaining millions of dollars in fees, millions of dollars through embezzlement of Tribal funds used to provide lavish lifestyles, and other benefits that were charged to the MICCOSUKEE TRIBE.

74. From April 2005 and continuing, former employees of the MICCOSUKEE TRIBE Enterprise and other co-conspirators authorized and conspired to create, control and supervise all the work and benefits and conspired to form a secret and sophisticated scheme under which the MICCOSUKEE TRIBE

was improperly charged millions of dollars for legal and other work that was fictitious, improperly created, excessive, unreasonable and unsubstantiated.

75. From April 2005 and continuing, the Enterprise conspired to improperly and fraudulently bill the MICCOSUKEE TRIBE for millions of dollars of legal work that was not performed, and in some cases was duplicated and for services that were unnecessary except to continue the criminal conduct of the enterprise.

76. From April 2005 and continuing, the Enterprise, acting as a continuing unit, conspired to engage in a continuous pattern of illegal acts designed to improperly charge the MICCOSUKEE TRIBE millions of dollars for fraudulent legal and other work and to cover up embezzlement of Tribal funds.

77. From April 2005 and continuing, the Enterprise, as a continuing unit, conspired to engage in a continuous pattern of illegal acts designed to extract millions of dollars from the MICCOSUKEE TRIBE through fraudulent billing, embezzlement and cover up by former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators and other members of the Enterprise who engaged in a scheme in order to ensure that former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators continued to employ them and/or support their lifestyles.

78. The acts of racketeering are related to each other, demonstrate criminal conduct of a continuing nature and constitute a pattern of racketeering activity within the meaning of Section 772.103 of Florida Statutes (2010).

79. The acts alleged were related to each other by virtue of:
- a. Common participants: ATTORNEYS LEWIS, ATTORNEY TEIN and LEWIS TEIN, former employees of the MICCOSUKEE TRIBE, and other unnamed co-conspirators.
  - b. A common victim: The MICCOSUKEE TRIBE and its individual members.
  - c. A common method of commission: theft of Tribal funds, misleading the MICCOSUKEE TRIBE's governing body and Tribal elders and members, misrepresenting the finances of the MICCOSUKEE TRIBE, allowing the theft of Tribal funds by covering lavish financial gains and expenditures of the persons involved in the Enterprise.
  - d. A common purpose and common result: defrauding, cheating, stealing and lying to the MICCOSUKEE TRIBE and its individual members, while obtaining enrichment for ATTORNEY LEWIS, ATTORNEY TEIN, LEWIS TEIN, former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators to the detriment of the MICCOSUKEE TRIBE and its individual members.

80. The fraudulent scheme and pattern of racketeering activity was continuing as ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN conspired with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators to collect money from the MICCOSUKEE TRIBE by fraudulent means.

81. As set forth and realleged, the members of the Enterprise were associated with each other and agreed to conduct and participate in, directly or indirectly, the conduct of the affairs of the enterprise through a pattern of racketeering, in violation of section 772.103 of Florida Statutes (2010).

82. The pattern of racketeering included:

- a. a conspiracy to defraud the MICCOSUKEE TRIBE and its individual members, which is continuing and has been in existence for more than five years.
- b. Theft by purporting to use and pay for work and/or expenses that were not Tribal expenses, or legal work and/or expenses that were not authorized and that were used to support lavish lifestyles of ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN.
- c. Fraud by overbilling and charging unreasonable attorneys' fees and expenses to the MICCOSUKEE TRIBE and its individual members for work that was fictitious, improperly created, excessive, exorbitant and unreasonable and/or unsubstantiated
- d. Fraud by covering-up the overbilling and unreasonable attorneys' fees and expenses charged to the MICCOSUKEE TRIBE and its individual members.

83. Part of the scheme to defraud the MICCOSUKEE TRIBE involved covering up the theft of millions of dollars in attorneys' fees and expenses in order that the co-conspirators could continue to reap excessive fees and expensive.

84. Part of the scheme to defraud the MICCOSUKEE TRIBE involved withholding information from the governing body of the MICCOSUKEE TRIBE and its individually members, and to affirmatively deceive and mislead the MICCOSUKEE TRIBE and its individual members, and together with former employees of the MICCOSUKEE TRIBE and unnamed co-conspirators, to defraud the MICCOSUKEE TRIBE and its individual members in order to receive financial benefits.

85. The scheme to deceive, in order to enrich themselves, continues to this day as ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN attempt to maintain the Enterprise to take over the affairs of the MICCOSUKEE TRIBE.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that the members of the Enterprise, engaged in a pattern of illegal acts against and to the detriment of the MICCOSUKEE TRIBE and award the MICCOSUKEE TRIBE actual, compensatory, general, treble and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

COUNT VII

CIVIL RICO  
(AS TO ATTORNEY LEWIS, ATTORNEY TEIN  
AND LEWIS TEIN)

86. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 85 as though fully set forth herein.

87. At all times material hereto, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators formed an Enterprise within the meaning of RICO. The Enterprise functioned as an ongoing organization and a continuing unit and shared a common purpose, to defraud the MICCOSUKEE TRIBE and hide the theft and embezzlement of Tribal funds.

88. From April 2005 and continuing, the members of the Enterprise implemented a secret and sophisticated scheme designed to benefit the Enterprise and to fraudulently obtain millions of dollars in fees and other benefits that were charged to the MICCOSUKEE TRIBE for the purpose of enriching its participants.

89. From April 2005 and continuing, the Enterprise using former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, formed a secret and sophisticated scheme under which the MICCOSUKEE TRIBE was improperly charged millions of dollars for legal work that was fictitious, improperly created, excessive, unreasonable and unsubstantiated and used other methods to cover up embezzlement of Tribal funds.

90. From April 2005 through and including November 2009, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting in concert and as a continuous unit with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, improperly and fraudulently billed the MICCOSUKEE TRIBE for millions of dollars of legal work that was not necessary, was not performed, and in some cases was duplicated.

91. From April 2005 through and including November 2009, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting as a continuing unit, in connection with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, engaged in a continuous pattern of illegal acts designed to improperly charge the MICCOSUKEE TRIBE millions of dollars for legal work that was fictitious, improperly created, excessive, unreasonable and unsubstantiated.

92. From April 2005 through and including November 2009, ATTORNEY LEWIS and TEIN and LEWIS TEIN, acting in connection with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, as a continuing unit, engaged in a continuous pattern of illegal acts designed to extract millions of dollars from the MICCOSUKEE TRIBE in the form of attorneys' fees and expenses.

93. The acts referred to in the previous paragraphs constituted a pattern of racketeering activity within the meaning of section 772.103 of Florida Statutes (2010).

94. The acts alleged were related to each other as described above.

95. The fraudulent scheme and pattern of racketeering activity continued for several years until discovered in 2011.

96. As set forth and realleged, the members of the Enterprise were associated with each other and agreed to conduct and participate in, directly or indirectly, the conduct of the affairs of the enterprise through a pattern of racketeering, in violation of Section 772.103 of Florida Statutes (2010).

97. The pattern of racketeering included the acts described above.

98. It was part of the scheme to defraud to cover-up the theft of millions of dollars in attorneys' fees and expenses in order that the co-conspirators could continue to reap excessive fees and expensive.

99. It was part of the scheme to withhold information from the governing body of the MICCOSUKEE TRIBE and its individual members, and to affirmatively deceive and mislead the MICCOSUKEE TRIBE and its individual members, and together with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, to defraud the MICCOSUKEE TRIBE and its individual members in order to receive financial benefits of ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting as an continuing unit with former employees of the MICCOSUKEE TRIBE and other unnamed co-conspirators, engaged in a pattern of illegal acts against and to the detriment of the MICCOSUKEE TRIBE and award the MICCOSUKEE TRIBE actual, compensatory, general, treble and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

COUNT VIII

CIVIL THEFT  
(AS TO ATTORNEY LEWIS, ATTORNEY TEIN  
AND LEWIS TEIN)

100. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 99 as though fully set forth herein.

101. From April 2005 through and including November 2009, ATTORNEYS LEWIS and ATORNEY TEIN and LEWIS TEIN knowingly, wantonly, improperly and illicitly charged the MICCOSUKEE TRIBE millions of dollars in legal fees for legal work that was fictitious, improperly created, excessive, unreasonable and unsubstantiated.

102. From April 2005 through and including November 2009, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN knowingly, wantonly, improperly and illicitly obtained and used the monetary property of the MICCOSUKEE TRIBE and its members with the intent to permanently deprive the MICCOSUKEE TRIBE and its members of their right to said monies.

103. From April 2005 through and including November 2009, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN knowingly, wantonly, improperly and illicitly charged the MICCOSUKEE TRIBE excessive and unreasonable legal fees as payment for fictitious, improperly created, excessive, unreasonable, unsubstantiated and subpart work that was designed for the sole purpose of personally benefiting them and creating, maintaining and expanding their lavish lifestyle.

104. From April 2005 through and including November 2009, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN knowingly, wantonly, improperly and illicitly obtained millions of dollars in legal fees that they were not legally entitled to receive from the MICCOSUKEE TRIBE and permanently deprived the MICCOSUKEE TRIBE of those funds.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN, acting as a continuing unit with unnamed co-conspirators and others, engaged in a pattern of illegal acts against and to the detriment of the MICCOSUKEE TRIBE, constituting civil theft, and award the MICCOSUKEE TRIBE actual, compensatory, general, treble and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

#### COUNT IX

#### CONVERSION (AS TO ATTORNEY LEWIS, ATTORNEY TEIN AND LEWIS TEIN)

105. The MICCOSUKEE TRIBE realleges and reavers the allegations in paragraphs 1 through 104 as though fully set forth herein.

106. The MICCOSUKEE TRIBE have made numerous written demands to ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN for the return of their case files and all documents showing the work for which they received millions of dollars in compensation. These written demands were made more than

thirty (30) days from the date of the filing of this Complaint. A copy of these written demands is attached as **Exhibit 10**.

107. ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN have refused to return to the MICCOSUKEE TRIBE all the case files and documents showing the work for which they received millions of dollars in compensation for the period of April 2005 through and including November 2009.

108. Although the MICCOSUKEE TRIBE is the legal owner of all these case files and documents, ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN have continuously and wrongfully retained this property that does not belong to them.

109. ATTORNEY LEWIS, ATTORNEY TEIN and LEWIS TEIN have illicitly converted to their personal use property that belongs to the MICCOSUKEE TRIBE and have permanently deprived the MICCOSUKEE TRIBE of its property.

WHEREFORE, the MICCOSUKEE TRIBE respectfully requests this Court to find that ATTORNEY LEWIS and ATTORNEY TEIN and LEWIS TEIN are liable for conversion and have acted to the detriment of the MICCOSUKEE TRIBE and award the MICCOSUKEE TRIBE actual, compensatory, general, treble and punitive damages, attorney's fees and costs, and any and all applicable damages deemed just and proper under the circumstances.

PRAYER FOR RELIEF AND DEMAND FOR JURY TRIAL

WHEREFORE, the MICCOSUKEE TRIBE requests a judgment against ATTORNEY LEWIS, ATTORNEY TEIN, and LEWIS TEIN for damages, costs, attorneys' fees, interest, prejudgment interest and any other just and equitable remedy under the circumstances.

The MICCOSUKEE TRIBE respectfully demands a trial by jury on all counts and issues.

Respectfully submitted,



BERNARDO ROMAN III ESQUIRE  
Tribal Attorney  
Miccosukee Tribe of Indians of Florida  
P.O. Box 440021, Tamiami Station  
Miami, Florida 33141  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
E-Mail: [REDACTED]