

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

COURT FILE NO.: CV - 18-7453

MARLAND KAPLAN

Plaintiff,

**COMPLAINT
FOR DAMAGES**

-against-

**(DEMAND FOR
JURTRIAL)**

COMPCOIN LLC.
FINTECH INVESTMENT GROUP INC.
ALAN FREIDLAND
MICHAEL MCDONALD
JOSHUA DETTMAN
ELENA AVRAHAM

Defendants.

For this complaint, the Plaintiff MARLAND KAPLAN by his attorney, Mikhail Usher, Esq., states as follows:

NATURE OF THE CASE

1. This case arises from Defendant's Compoin LLC., Fintech Investment Group Inc., Alan Freidland, Michael McDonald, Joshua Dettman, and Elena Avraham (hereinafter "Defendants" or "COMPCOIN," "FINTECH,"

“FREIDLAND,” MCDONALD,” DETTMAN,” and AVRAHAM”) ensnaring KAPLAN in its deceptive and fraudulent scheme to sell worthless securities in the form of a Cryptocurrency named COMPCOIN to it's investors during its Initial Coin Offering (hereinafter “ICO”).

2. Moreover, the Plaintiff alleges in this complaint violations of various Federal Securities Laws the following based upon information and belief as well as transaction history and communications with the Defendants as well as an investigation conducted in order to determine the true nature of the fraudulent and unlawful activities being perpetrated by the Defendants.
3. Plaintiff believes that further substantial evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery. Many of the facts supporting the allegations contained herein are known only to the Defendants or are exclusively within their control.
4. Plaintiff, alleges that the Defendants violated Sections 12(a)(1) and 15(a), 15 U.S.C. §§ 771(a)(1) & 77o(a) of the Securities Act of 1933 (the “Securities Act”). Specifically, in connection with the COMPCOIN initial coin offering (“ICO”), Defendants raised over 45 million dollars in digital cryptocurrencies by offering and selling unregistered securities in direct violation of the Securities Act.

5. The purported purpose and function of the COMPCOIN “Technology” was to allegedly create an artificial intelligence construct that would trade on user's behalf in the Foreign Exchange Markets “FOREX” purportedly the more COMCOIN someone owned the more trading power and return they would continue to earn in addition to the value of their COMPCOIN securities the owners would have added value in FOREX trading. As this complaint will show that was a complete and full fabrication by Defendants.
6. Not only did the technology never work, the ICO was clearly and primarily initiated for the purpose of defrauding unsuspecting investors. As will be further elaborated, the purchase by Plaintiff of these securities was and continued to be for an unscrupulous purpose and the Plaintiff along with many thousands of other individuals was defrauded not once, but continuously by Defendants in an effort to continue to squeeze as much profit from this unlawful, illegal and deplorable scheme at great detriment to honest hardworking investors.
7. The COMPCOIN ICO was a clear offer and sale of securities because, *inter alia*, Defendants touted, and Plaintiff and other COMPCOIN ICO investors reasonably expected, that the COMPCOIN Coins received in exchange for their investments would be worth more than the Monies or Cryptocurrencies invested to purchase them. Additionally, as discussed herein, Defendants have

explicitly referred to the COMCOIN ICO participants as “investors” and repeatedly stressed the profit potential from holding COMPCOIN Coins.

8. The Securities Act’s registration requirements are designed to protect investors by ensuring they are provided adequate information upon which to base their investment decisions. Absent registration, issuers of securities can tout their investment opportunities with no limitations whatsoever. For example, an issuer could omit any information that would make a potential investor think twice before investing (e.g., conflicts of interest or major setbacks to core product lines), or peddle its securities using unbounded exaggerations regarding the progress of its products, business plan, and business strategies, or even fabricate the existence of relationships with vendors or other business partners.
9. Due to the varied and innumerable ways in which investors can be, and are likely to be, manipulated and harmed absent any of the protections under the federal securities laws, Sections 5 and 12(a)(1) of the Securities Act provide for strict liability against any person who offers or sells an unregistered security. As detailed herein, the COMPCOIN ICO was, and has at all times been, an offer and sale of unregistered securities, and Defendants are therefore strictly liable under Section 12(a)(1) of the Securities Act.

10. Importantly, proof of Defendants' deceptive activity and calculated deprivation of investors' rights and protections under the federal securities laws is not required or determinative as to Plaintiff's claim. This is because Defendants are strictly liable for the offering and selling of unregistered securities in connection with the COMPCOIN ICO. Nevertheless, Defendants' deceptive actions are outlined herein to stress the urgency and need for immediate judicial intervention to preserve Plaintiff's significant financial interests which Defendants currently control, and to rectify existing and future irreparable harm to Plaintiff. For these reasons, Plaintiff seeks compensatory, injunctive, and rescissory relief, which would provide rescission and repayment of all investments into the ATB ICO, as well as secure and conserve such funds until repayment.

11. Moreover, as will be amply demonstrated, Plaintiff was to be able to sell and otherwise exchange his coins on an exchange called Cryptopia, at one point as will be elaborated upon further in this complaint the Plaintiff attempted to sell his coins several times where the value of his coins was approximately One Hundred Twelve Thousand, Nine Hundred and Forty One Dollars and Fifty Cents (\$112,941.50), however the Plaintiff was informed that a computer problem prevented him from doing so, thereby not allowing him to trade the coins until the price was again artificially lowered in order for the Defendants

to squeeze additional money out of unsuspecting investors who would believe that the price of the security was skyrocketing. Thus, Plaintiff seeks a repayment of the purported value of the Cryptocurrency when he attempted to sell as well as punitive damages for the Defendant's continued fraud and misrepresentation in connection to their unscrupulous acts.

JURISDICTION

- 12.** This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal question jurisdiction) and Section 22 of the Securities Act (15 U.S.C. § 77v) because Plaintiff alleges violations of Sections 12(a)(1) and 15(a) of the Securities Act. 11.
- 13.** The Court has personal jurisdiction over each of the Defendants because each either conducts business in and maintains operations in this District or is an individual who either is present in this District for jurisdictional purposes or has sufficient minimum contacts with this District as to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.
- 14.** The Court has supplemental jurisdiction for state law claims arises under 28 U.S.C. § 1367.
- 15.** Venue is proper in this District under Section 22 of the Securities Act, 15 U.S.C. § 77v, as well as under 28 U.S.C. § 1391, because: (a) the conduct at

issue took place and had an effect in this District; (b) a substantial portion of the corporate transactions and wrongs complained of herein occurred here; and (c) Defendants have received substantial compensation and other transfers of money by doing business here and engaging in activities having an effect in this District.

PARTIES

16. Plaintiff is a natural person who is a citizen and resident of New York State and who resides in Kings County (Brooklyn) New York.

17. Defendant COMPCOIN LLC is a Limited Liability Company which maintains its principal place of business at 100 E. NEW YORK AVE SUITE 335 DELAND, FL 32724.

18. Defendant FINTECH INVESTMENT GROUP INC. is a Florida Corporation, duly registered under the laws of the State of Florida. Defendant is a Futures/Commodities Trader who is registered with the National Futures Association (Registration Number 0495589) and who also maintains a principal place of business at 100 E. NEW YORK AVE SUITE 330 DELAND, FL 32724.

19. Defendant ALAN FREIDLAND is a natural person and resident and domiciliary of Florida. Defendant Friedland founded both Compoin LLC. and Fintech Investment Group and continues to be an officer and major

shareholder of both companies. Defendant Friedland has a principal place of business at 100 E. NEW YORK AVE SUITE 335 DELAND, FL 32724.

20. Defendant MICHAEL MCDONALD is a natural person and resident and domiciliary of Florida, who is the CEO of Compcoin LLC. Defendant McDonald has a principal place of business at 100 E. NEW YORK AVE SUITE 335 DELAND, FL 32724.

21. Defendant JOSHUA DETTMAN is a natural person and resident and domiciliary of Florida, who is the President of Institutional Trading at Compcoin LLC. and Fintech Investment Group. Defendant Dettman has a principal place of business at 100 E. NEW YORK AVE SUITE 335 DELAND, FL 32724.

22. Defendant ELENA AVRAHAM is a natural person and resident and domiciliary of Florida, who is the Chief Technology Officer at Compcoin LLC. and Fintech Investment Group. Defendant Avraham has a principal place of business at 100 E. NEW YORK AVE SUITE 335 DELAND, FL 32724.

FACTUAL ALLEGATIONS

23. A blockchain is a distributed record of transactions, usually managed by a peer-to-peer network of computers that validates the transactions.

- 24.**Bitcoin, a digital currency, is the most well-known type of blockchain and became synonymous with blockchain technology in the public consciousness in 2017 thanks to the huge spike in Bitcoin's price.
- 25.**Bitcoin began 2017 at around \$1,000 per coin, and reached highs of above \$19,000 in early December, before falling back to around \$12,000 in mid-January 2018.
- 26.**Alongside Bitcoin, other blockchain "coins" had huge increases in 2017. For instance, Ethereum, another blockchain, had its coin, ETH, priced at around \$8 on January 1, 2017, and ended 2017 at around \$721.
- 27.**Bitcoin, ETH and all cryptocurrency coins are volatile, unstable, subject to the whims of investors worldwide, and undergo huge price swings on a daily basis and across various different exchanges. Cryptocurrency is inherently volatile.
- 28.**The Defendants used promises of their technology's functionality which was deceptive, fraudulent and untrue to induce Plaintiff and individuals similarly situated into investing substantial sums of hard earned funds into their fraudulent venture.
- 29.**On or about June 1st, 2015, the Defendant Alan Frieland opened and registered COMPCOIN LLC. as domestic Limited Liability Company in Florida.

- 30.** On or about March 29th, 2016, the Defendant Alan Frieland opened and registered FINTECH INVESTMENT GROUP INC. as domestic corporation in Florida.
- 31.** Not long after he began to announce his technology and ICO and explained that he was preparing to launch artificial intelligence technology that would automate FOREX trading and be the most valuable coin on the market because of these facts.
- 32.** On or about 2017 the Plaintiff discovered information in regards to the Defendant's claims. The Plaintiff did his best to educate himself in regards to the investment by reading the Defendant's websites and by reviewing their Whitepaper.
- 33.** Plaintiff found the Defendants' technology interesting and did further research.
- 34.** He decided to invest and purchased Compcoins from the Defendants.
- 35.** At a later date the Defendant Alan Frieland on behalf of the other Defendants, himself and their mutual scheme enticed the Plaintiff to make another purchase of Compcoins.
- 36.** The total funds invested was \$2,500.00 was supposed to purchase 3,050 Compcoins.

37.The Defendant's alleged launch date was very behind schedule and one of the reasons the Defendants claimed this was the case was that the National Futures Association had not yet approved FINTECH and therefore the COMPCOINS could not execute FOREX trades at this time.

38.Upon further investigation this turned out to be false since FINTECH had been approved by NFA since August 19th, 2016.

39.Moreover, Compcoins continued to be sold on the Compcoin website throughout this process, while ICO investors could not sell any coins that they purchased.

40.At one point Compcoin was released on a Cryptocurrency exchange called NOVA exchange at a price of \$12.00, yet no one was permitted to sell at this price at this time due to an alleged “hack” of the system.

41.When the price rose, no one on the Nova Exchange could sell the Compcoins despite them being on the exchange. When the price hit the all time high of approximately \$12.00 Plaintiff attempted to sell his coins, but was denied due to this aforementioned hack which was alleged to have occurred by Defendant Alan Friedland. The total price of the coins in question if the Plaintiff was permitted to sell his coins at that time would have been \$36,600.00.

42. However, the coins in question were not sold due to the alleged hack that occurred according to Defendant Alan Friedland; coins could only be purchased on the COMPCOIN website as their treasury coins. The Defendants used this “opportunity” which upon information and belief was created by Defendants to cause a surge in purchasing of their treasury coins on their website and to excuse the generating of many additional coins to circumvent the coins allegedly stolen during the purported hack.

43. The Nova Exchange which was aforementioned closed down and the Defendants claimed to be attempting to have their coins put on another exchange.

44. To this day the Defendants have not refunded the Plaintiff his funds despite his demands; at one point they did offer a partiality refund of the Plaintiff's investment and none of the profits he was to earn, nor the amount of money he was due when he attempted to sell the coins.

45. Upon information and belief the all-time high value per Compcoin was at \$37.03 on January 23rd, 2018. At this point the Plaintiff tried to sell the coins to no avail once again. **The value of the sale of 3,050 Compcoins on January 23rd, 2018 would have been \$112,941.50. **

CAUSES OF ACTION

COUNT I:
**VIOLATION OF SECTION 12(A) OF THE SECURITIES ACT AGAINST
ALL DEFENDANTS**

46. Plaintiff incorporates by reference all preceding paragraphs as though fully stated herein.

47. Section 12(a)(1) grants Plaintiff a private right of action against any person who offers or sells a security in violation of Section 5, and states that such person:

“Shall be liable . . . to the person purchasing such security from him, who may sue either at law or in equity in any court of competent jurisdiction, to recover the consideration for such security with interest thereon, less the amount of any income received thereon, upon the tender of such security, or for damages if he no longer owns the security. “

48. From approximately 2016 to the present, in connection with the COMPCOIN ICO, Defendants unlawfully made use of means or instruments of transportation or communication in interstate commerce or the mails for the purposes of offering, selling, or delivering unregistered securities in direct violation of Sections 5(a) and 5(c) of the Securities Act.

49. The COMPOIN ICO and sale of COMPOIN Coins were the sale of unregistered securities under controlling federal law.

50. COMPCOIN Coins exhibit the following particular hallmarks of a security under the Howey test: (a) in order to receive any COMCOIN Coins, an investment of money in the form of ETH, BTC, and/or LTC was or U.S. Dollars was required; (b) the investment of money was made into the common enterprise that is COMPCOIN and the potential future COMPCOIN Blockchain; (c) the success of the investment and any potential returns on such were entirely reliant on Defendants' ability to create the promised Compcoin Blockchain.

51. As such, Defendants have participated in an unregistered sale of securities in violation of the Securities Act, and are liable to Plaintiff and the class for rescission and/or compensatory damages.

COUNT II:
VIOLATION OF SECTION 15(A) OF THE SECURITIES ACT AGAINST
INDIVIDUAL DEFNDANT ALAN FREIDLAND

52. Plaintiff repeats and re-alleges the preceding allegations as if fully set forth herein.

53. Due to their ownership interest in and control over the Corporate Defendants, the Individual Defendant acted as controlling persons of Defendant COMPCOIN and FINTECH within the meaning of Section 15(a) of the Securities Act as alleged herein.

54.By virtue of their positions as officers and/or directors and participation in and/or awareness of Defendants COMPCOIN and FINTECH'S operations, they had the power to influence and control, and did influence and control, directly or indirectly, the decision making relating to the COMPCOIN ICO, including the decision to engage in the sale of unregistered securities via the COMPCOIN ICO.

55.By virtue of the foregoing, the Individual Defendants are liable to Plaintiff as control persons of COMPCOIN under Section 15(a) of the Securities Act.

COUNT III
**VIOLATION OF SECTION 5(A) AND 5(C) OF THE FEDERAL
SECURITIES ACT**

56.Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.

57.Defendants violated federal securities laws through their use of websites and transactions in interstate commerce as described in detail above.

58.Defendants are each a “seller” under 15 U.S.C. 77e because it and/or its agents solicited investments from Plaintiff.

59.The Bitcoin, money or other things of value paid by Plaintiff and the Class were pooled by Defendants so that they could profit for themselves at the expense of investors such as Plaintiff.

60.As a result, Plaintiff, shared in the risks and benefits of the investments.

61. Plaintiff was reliant on and depended on the expertise of Defendants for his investment returns.
62. Plaintiff reasonably expected to receive profits from his investments with and through Defendants.
63. Defendant's investment platform and the documents executed are investment contracts, subject to federal securities laws, and therefore, Defendants were required to register BCC as such.
64. However, Defendants failed to register Compcoin or their lending platform with the Securities and Exchange Commission ("SEC") or any federal agency.
65. Defendants' conduct violates 5(a) and 5(c) of the Securities Act, 15 USC 77e(a) and 77e(c).
66. Because of Defendants' unregistered sales of securities, Plaintiff and the Class suffered damages as described above.

COUNT IV
BREACH OF CONTRACT

67. Plaintiff realleges and incorporates by reference all preceding allegations as though fully set forth herein.
68. The terms of the transaction between Plaintiff and Defendants are a contract under which Defendants would pay a daily interest rate, plus bonus percentage, plus return principal on a specific date.

69.The terms of the contract were clear, unambiguous, not subject to any other interpretation other than where Plaintiff would receive the benefit of the bargain.

70.Defendants have breached the contract by failing to pay repay the Plaintiff the benefit of his bargain and allowing him to sell the coins when they reached the price of approximately \$12.00, and then again at the price of \$37.03; failing to pay bonus interest, and failing to return Plaintiff's principal.

71.Instead, Defendants simply took the Plaintiff's funds and converted them into their funds without any real consideration being paid to Plaintiff other than lies and empty promises.

72.Plaintiff are entitled to damages from the breach of contract as alleged above, including, but not limited to, return of principal, interest, attorneys' fees and other foreseeable damages from the total loss of this investment.

COUNT V
FRAUD

73.Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

74.Defendants intentionally concealed and suppressed material facts concerning the true nature of the investment as described in detail above.

75.Plaintiff reasonably relied upon Defendants' false representations.

- 76.** Defendants' false representations were material to Plaintiff because it went to the heart of the bargain, an easy return on investment in the volatile and complicated cryptocurrency market.
- 77.** Defendants had a duty to disclose the scheme it was engaged in because they had exclusive knowledge as to implementation and maintenance of their scheme, and because they knew facts not known to or reasonably discoverable by Plaintiff.
- 78.** Defendants actively concealed and/or suppressed these material facts as described above, in whole or in part, to pad and protect its profits and to avoid scrutiny over its claimed investment returns.
- 79.** On information and belief, Defendants have still not made full and adequate disclosures, and continue to attempt to defraud Plaintiff by concealing material information regarding the true value of COMPCOIN, and otherwise continuing to engage in the behavior complained of above in new schemes and frauds.
- 80.** Because of the concealment and/or suppression of the facts, Plaintiff have sustained damages as outlined above.
- 81.** Accordingly, Defendants are liable to Plaintiff for damages in an amount to be proven at trial.

82. Defendants' actions were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of the rights of Plaintiff, and the conduct as alleged warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which is to be determined according to proof.

COUNT VI
FRAUDULENT INDUCEMENT

83. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

84. To induce Plaintiff into entering the pyramid scheme and Ponzi scheme by misrepresented that Plaintiff would receive fixed returns as well as a guarantee that the principal investment/loan amount would be paid in full on date certain while not actually engaging in any real activity that would produce income, profits or benefit to investors.

85. Defendants knew that their representations were false.

86. Defendants made sure their promotional materials to intentionally mislead consumers, such as Plaintiff.

87. Defendants made these misrepresentations specifically so as to induce Plaintiff's to invest.

88. Plaintiff did in fact rely on these misrepresentations and invested in the Ponzi scheme to his detriment.

89. Given the deceptive manner in which Defendants advertised, represented and otherwise promoted the investment, Plaintiff's reliance on Defendants' misrepresentations was justifiable.

90. As a result of relying on Defendants' misrepresentations, Plaintiff has suffered, and will continue to suffer, actual damages.

COUNT VII:
NEGLIGENT MISREPRESENTATION
ALL DEFENDANTS

91. Plaintiffs incorporate by reference the foregoing paragraphs of this complaint.

92. Defendants had a duty to disclose and, at all relevant times, failed to disclose and/or concealed material facts by omitting material information known to Defendants and by making partial representations of some material facts when Defendants had knowledge of qualifying or contrary material facts.

93. In the absence of disclosure of relevant qualifying or contrary material facts, Defendants supplied Plaintiff with false information.

94. During Defendants' sales presentations and transactions with Plaintiff, Defendants' intentionally and/or negligently omitted material information.

95. Defendants' repeated material omissions caused the Plaintiff to justifiably rely upon false information.
96. The Plaintiff justifiably relied upon and consummated transaction in question based on the omission of certain material information and the presentation of false information as detailed above.
97. As a result of Defendants' negligent misrepresentation and/or failure to disclose material information, the Plaintiff has suffered damages.
98. The Plaintiff seeks rescission and restitution for all sums of money or other consideration paid to Defendants as well as the profit Defendant was entitled to when he attempted to sell these securities.
99. Additionally, the Plaintiff seeks recovery of any and all monetary damages they have suffered as a result of Defendant's negligent misrepresentation.

COUNT VIII:
BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING

100. Plaintiffs incorporate by reference the foregoing paragraphs of this complaint.
101. A covenant of good faith and fair dealing is implied in securities contracts such as the one between Plaintiff and Defendant COMPCOIN LLC.

- 102.** The Plaintiff entered into such a contract in order to purchase Comcoin Coins as an investment.
- 103.** Implied terms in such contracts, necessary to provide the Plaintiff with the benefit of his bargain, provided the Plaintiff the rights guaranteed by law, required Defendants to act in good faith, and prohibited Defendant's arbitrary and unfair acts that worked to the disadvantage of the Plaintiff, as well as prohibited material misrepresentations and omissions.
- 104.** Defendants violated and breached its duties of good faith and fair dealing by the actions set forth herein, including the misrepresentations and material omissions arising in connection with the sales and promotional practices recited above.
- 105.** Plaintiff seeks recovery of any and all monetary damages they have suffered as a result of Defendant's negligent misrepresentation.
- 106.** Additionally, the Plaintiff seeks recovery of any and all monetary damages he has suffered as a result of Defendants' breach of the implied covenant of good faith and fair dealing.

COUNT IX
VIOLATION OF NEW YORK G.B.L. § 349

- 107.** Plaintiff alleges and incorporates by reference all of the preceding paragraphs of this Complaint as though fully set forth herein.

108. Defendant has engaged in the consumer oriented practice of selling cryptocurrency coins to allegedly obtain a benefit to coin owners.

109. Defendants provided an agreement to the Plaintiff and charged him for a product/service they knew he would not get the benefit of receiving.

110. Plaintiff has acted with due diligence at all times. Plaintiff has been injured by the Defendants practice.

TRIAL BY JURY

111. Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable. US Const. amend. 7. Fed.R.Civ.P. 38.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant:

- Declaring the practices here complained of as unlawful under appropriate law;
- Declaring that Defendants offered and sold unregistered securities in violation of the federal securities laws;
- Declaring Defendants are liable to Plaintiff under Section 12(a)(1) and/or 15(a) of the Securities Act;
- Declaring Defendants are liable to Plaintiff under Section 5(A) and/or 5(C) of the Securities Act;

- Enjoining Defendants from making further transfers or dissipations of the investments raised during the COMPCOIN ICO, or using such funds in any further purchases or transactions;
- Requiring an accounting of the remaining funds and assets raised from Plaintiff in connection with the COMPCOIN ICO;
- Imposing a constructive trust over the funds and assets rightfully belonging to Plaintiff
- Ordering rescission of the investments made by Plaintiff relating to the COMPCOIN ICO and/or compensatory damages;
- Awarding Plaintiff the costs of this action, including reasonable allowance for Plaintiff's attorneys' and experts' fees;
- Granting judgment to Plaintiff on his claims for damages;
- An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- Granting civil penalties under New York G.B.L § 349 and punitive damages against Defendants under § 349.
- Granting additional punitive damages against Defendants due to their intentional attempt to defraud investors of their hard earned money.
- Granting such other and further relief as this Court may deem just, proper and equitable.

Dated: October 18th, 2018

Respectfully submitted,

/s/ Mikhail Usher

Mikhail Usher, Esq.
USHER LAW GROUP, PC.
Attorneys for Plaintiff
2711 Harway Avenue
Brooklyn, NY 11214
Telephone: (718) 484-7510
Facsimile: (718) 865-8566
musheresq@gmail.com