

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER, COUNTY, FLORIDA**

KLODJAN DOLLMA, on behalf of himself and all others similarly situated,	)	
	)	
Plaintiff,	)	Case No. 11-2024-CA-000641-0001-XX
	)	
v.	)	<b><u>CLASS REPRESENTATION</u></b>
	)	
LENA WALTER, CRYPTOHEROM, and	)	
JOHN DOE NOS. 1-25	)	
	)	
Defendants.	)	
	)	

**PLAINTIFFS' MOTION FOR FINAL JUDGMENT AFTER DEFAULT**

Plaintiffs KOLDJAN DOLLMA, and all members of the class pursuant to Rule 1.500(e) of the Florida Rules of Civil Procedure, hereby moves for a final judgment after default. In support, Plaintiffs state:

1. The Complaint was filed in this case on March 26, 2024 with counts against Defendants involved a pig butchering scheme to defraud Mr. Dollma and members of the class out of millions of dollars worth of cryptocurrency.
2. The Plaintiffs were able to track the movement of the stolen funds to wallets of the Defendants on the OKX platform, which were frozen pursuant to the Court's injunction dated April 1, 2024.
3. On September 24, 2024, the Court certified the class in the instant action.
4. The Plaintiffs served prospective class members with the statutory notice in which they had until April 15, 2025 to opt out.
5. On September 24, 2024, the Court granted a default as to all Defendants.

6. “While a default admits all well-pleaded allegations of a complaint including a plaintiff’s entitlement to liquidated damages, it does not admit entitlement to unliquidated damages.” *Cellular Warehouse, Inc. v. GH Cellular, LLC*, 857 So. 2d 662, 665 (Fla. 3d DCA 2007). “Damages are liquidated ‘when the proper amount to be awarded can be determined with exactness from the cause of action as pleaded, i.e., from a pleaded agreement between the parties, by an arithmetical calculation or by application of definite rules of law.’” *Id.*
7. Furthermore, an admission based upon an entry of default converts what would have been an unliquidated amount into a liquidated amount. Dunkley v. Progressive American Ins. Co., 751 So.2d 723, 724 (Fla. 5th DCA 2000).
8. It is well settled under Florida law that “[d]amages are liquidated when the proper amount to be awarded can be determined with exactness from the cause of action as pleaded, i.e., from a pleaded agreement between the parties, by an arithmetical calculation or by application of definite rules of law.” *Id.* (citing Bowman v. Kingsland Dev., Inc., 432 So.2d 660, 662 (Fla. 5th DCA 1983)). If testimony must be taken to determine the exact amount of damages, the claim is unliquidated, and the defaulting party has a due process entitlement to notice and an opportunity to be heard regarding the amount of damages. Pierce v. Anglin, 721 So.2d at 783.
9. Here, the damages are liquidated because the amount stolen from the Mr. Dollma and the class members is a finite amount located in the currently frozen OKX wallets.
10. Under Fla. R. Civ. P. 1.500(e), this Court has the authority to enter a final judgment in this matter. Further, “if it is necessary to take an accounting or to determine the amount

of damages...the court may receive affidavits, make references, or conduct hearings as it deems necessary...”

11. As of the filing of this Motion, the Plaintiff has incurred liquidated monetary damages as a result of Defendant’s actions in the amount \$19,108,882.64.

WHEREFORE, Plaintiffs KOLDJAN DOLLMA, and all members respectfully request that this Honorable Court enter a Final Judgement against Defendants in the amount of \$19,108,882.64, issue an order permitting Plaintiffs to collect the funds from Defendants’ frozen OKX wallets, reserving jurisdiction on attorneys’ fees and costs, and for any other relief the Court deems just and proper.

Respectfully Submitted

/s/ Jose J. Teurbe-Tolon  
JOSE J. TEURBE-TOLON, ESQ.  
FL BAR NO. 87791

**CERTIFICATE OF SERVICE**

I hereby certify that on this 14<sup>th</sup> day of May, 2025, the foregoing MOTION FOR FINAL JUDGMENT ON DEFAULT has been served on the Defendants who have not yet entered an appearance on this case, by placing the foregoing and all attachments in the service website which was authorized by the Court in its Order of May 16, 2024.

XANDER LAW GROUP, P.A.  
25 N.E. 2<sup>nd</sup> Avenue, Suite 808  
Miami, Florida 33131  
Telephone: (305) 767-2001  
Facsimile: (855) 926-3370  
[matt@xanderlaw.com](mailto:matt@xanderlaw.com)  
[service@xanderlaw.com](mailto:service@xanderlaw.com)

By: /s/ Jose Teurbe-Tolon  
JOSE TEURBE-TOLON, ESQ.  
[JOSE@xanderlaw.com](mailto:JOSE@xanderlaw.com)  
FL BAR NO. 87791