

FORM 1.997.**CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case # _____

Judge _____

Plaintiff

vs.

Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

_____ \$8,000 or less
_____ \$8,001 - \$30,000
_____ \$30,001- \$50,000
_____ \$50,001- \$75,000
_____ \$75,001-\$100,000
_____ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

_____ Condominium
_____ Contracts and indebtedness
_____ Eminent domain
_____ Auto negligence

- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☒ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☐ Other
 - ☐ Antitrust/Trade regulation
 - ☐ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Civil
 - ☐ Real Property/Mortgage foreclosure
 - ☐ Replevins
 - ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
 - ☐ Other civil (non-monetary)

IV. REMEDIES SOUGHT (check all that apply):

☐ Monetary;
☐ Nonmonetary declaratory or injunctive relief;
☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify) _____

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

☐ yes
☐ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

☐ no
☐ yes If "yes," list all related cases by name, case number, and court. _____

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

☐ yes
☐ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

☐ yes
☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of General Practice and Judicial Administration 2.425.

Signature _____ Fla. Bar # _____
Attorney or party (Bar # if attorney)

(type or print name)

Date

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

CASE NO. _____

Plaintiff,

vs.

Defendant.

**SUMMONS
(PERSONAL SERVICE ON A NATURAL PERSON)**

TO DEFENDANT(S):

ALTERNATE ADDRESS:

IMPORTANT

A LAWSUIT HAS BEEN FILED AGAINST YOU. YOU HAVE 20 CALENDAR DAYS AFTER THIS SUMMONS IS SERVED ON YOU TO FILE A WRITTEN RESPONSE TO THE ATTACHED COMPLAINT WITH THE CLERK OF THIS COURT. A PHONE CALL WILL NOT PROTECT YOU. YOUR WRITTEN RESPONSE, INCLUDING THE CASE NUMBER GIVEN ABOVE AND THE NAMES OF THE PARTIES, MUST BE FILED IF YOU WANT THE COURT TO HEAR YOUR SIDE OF THE CASE. IF YOU DO NOT FILE YOUR RESPONSE ON TIME, YOU MAY LOSE THE CASE, AND YOUR WAGES, MONEY, AND PROPERTY MAY THEREAFTER BE TAKEN WITHOUT FURTHER WARNING FROM THE COURT. THERE ARE OTHER LEGAL REQUIREMENTS. YOU MAY WANT TO CALL AN ATTORNEY RIGHT AWAY. IF YOU DO NOT KNOW AN ATTORNEY, YOU MAY CALL AN ATTORNEY REFERRAL SERVICE OR A LEGAL AID OFFICE (LISTED IN THE PHONE BOOK).

IF YOU CHOOSE TO FILE A WRITTEN RESPONSE YOURSELF, AT THE SAME TIME YOU FILE YOUR WRITTEN RESPONSE TO THE COURT YOU MUST ALSO MAIL OR TAKE A COPY OF YOUR WRITTEN RESPONSE TO THE PLAINTIFF OR PLAINTIFF(S) ATTORNEY NAMED BELOW.

THE STATE OF FLORIDA:

TO EACH SHERIFF OF THE STATE: YOU ARE COMMANDED TO SERVE THIS SUMMONS AND A COPY OF THE COMPLAINT IN THIS LAWSUIT ON THE ABOVE NAMED DEFENDANT(S).

DATED: _____

Joseph Abruzzo, Clerk & Comptroller

By: _____

DEPUTY CLERK

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L=AUTRE COTE DE

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como “Plaintiff/Plaintiff’s Attorney” (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l’assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d’autres obligations juridiques et vous pouvez requérir les services immédiats d’un avocat. Si vous ne connaissez pas d’avocat, vous pourriez téléphoner à un service de référence d’avocats ou à un bureau d’assistance juridique (figurant à l’annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au “Plaintiff/Plaintiff’s Attorney” (Plaignant ou à son avocat) nommé ci-dessous.

SEE REVERSE SIDE - VEASE AL REVES - VOIR DE L=AUTRE COTE DE

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact William Hutchings, Jr., Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

“Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con William Hutchings, Jr., 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacidad del oído o de la voz, llame al 711.”

“Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte William Hutchings, Jr., kòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711.”

In the matter of Marcio Sousa Sales vs. Antonio de Andrade

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**IN THE CIRCUIT OF THE 15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA**

MARCIO SOUSA SALES,

Plaintiff,

CASE NO:

vs.

ANTONIO DE ANDRADE,

Defendant,

_____ /

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Plaintiff, MARCIO SOUSA SALES, by and through pro se, hereby sues

Defendant, ANTONIO DE ANDRADE, and alleges as follows:

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Preliminary Statement

1. This is a refiled civil action to hold Defendant accountable for egregious abuses of the judicial system – including malicious prosecution, abuse of process, and violations of Plaintiff’s constitutional due process rights – arising from Defendant’s wrongful lawsuit against Plaintiff. Defendant knowingly sued the wrong party (Plaintiff, the father) instead of the actual party in interest (Plaintiff’s son’s limited liability company), and then maliciously continued the baseless litigation even after being repeatedly notified of his error. See, *case Andrade vs. Sales case: 50-2023-SC-011007-XXXX-SB*. Defendant’s misconduct perverted the legal process and undermined the integrity of the court, causing severe harm to Plaintiff and stripping him of fundamental due process protections.
2. As detailed below, Defendant filed and prosecuted a lawsuit with no factual or legal basis against Plaintiff – who had no involvement in the underlying business dispute – and procured an improper judgment by misleading the court and denying Plaintiff a fair opportunity to defend. Even when confronted with evidence and court rulings highlighting his mistake, Defendant persisted in targeting Plaintiff and even attempted to ensnare

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Plaintiff's son in the punitive machinery of the court without any legal justification. Such conduct was undertaken with malice and for an ulterior purpose, constituting malicious prosecution (the misuse of legal machinery for an improper purpose), abuse of process (using judicial process for a wrongful objective), and a gross violation of Plaintiff's due process rights. Plaintiff seeks redress for these wrongs, including compensatory damages for the harm caused and punitive damages to deter such abusive behavior.

Jurisdiction and Venue

3. **Jurisdiction.** This Court has subject-matter jurisdiction over this action pursuant to § 26.012(2)(a), Fla. Stat., as the amount in controversy exceeds the jurisdictional threshold for circuit court. The plaintiff seeks damages well in excess of \$200,000, exclusive of interest, costs, and attorneys' fees. The causes of action include common-law torts (malicious prosecution, abuse of process, intentional infliction of emotional distress) and violations of constitutional rights, all cognizable under Florida law.
4. **Venue.** Venue is proper in Palm Beach County, Florida under §§ 47.011 and 47.051, Fla. Stat., because the causes of action accrued in this County and Defendant filed and litigated the underlying wrongful lawsuit in this County.

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Specifically, the wrongful litigation and resulting damages to Plaintiff occurred in Palm Beach County, and upon information and belief Defendant is a resident of Florida who conducted business or activities in this County material to the claims.

5. **Conditions Precedent.** All conditions precedent to the filing of this action have been satisfied, excused, or waived. The original wrongful proceeding that gives rise to the malicious prosecution claim has terminated in Plaintiff's favor or is deemed void and unenforceable as to Plaintiff, as explained herein. Any requisite notices have been given or are not applicable.

Parties

6. **Plaintiff Marcio Sousa Sales** is a natural person residing in the State of Florida. At all relevant times, Plaintiff was acting **pro se** in defense of the prior related litigation described below. Plaintiff is the father of Marcio Luiz Sales Jr., who owned a business called STR Sunrise Truck Repair LLC – the non-party entity actually involved in the underlying transaction at issue. Plaintiff himself has never owned, controlled, or been affiliated with that LLC. Plaintiff's primary language is not English, and he earns his livelihood as a long-haul truck driver and mover, which requires frequent interstate travel.

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7. **Defendant Antonio de Andrade** is a natural person who, upon information and belief, resides in Florida (residence to be confirmed in discovery) or otherwise has significant contacts with Florida. Defendant was the plaintiff in the underlying lawsuit described below. At all times relevant, Defendant acted individually and, as to certain allegations of misuse of judicial process and due process violations, under color of state law in concert with court officials (to the extent necessary to state constitutional claims). Defendant is not an infant, incompetent, or member of the U.S. military service.
8. **Non-Parties (for reference only).** Marcio Luiz Sales Jr. (“Sales Jr.”) is Plaintiff’s son, who owned STR Sunrise Truck Repair LLC (the “LLC”), a Florida limited liability company. Although neither Sales Jr. nor the LLC is a party to this action, they are central to the factual background, as Defendant’s dispute was actually with the LLC but he improperly targeted Plaintiff and even Plaintiff’s son in the course of the prior proceedings.

General Factual Allegations

A. The Underlying Wrongful Lawsuit Against the Wrong Party

9. On or about August 08, 2023, Defendant Antonio de Andrade initiated a civil lawsuit in the County Court of Palm Beach County (Small Claims Division)

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10. against “Marcio Sousa Sales” – i.e. the Plaintiff herein – ostensibly to recover money or damages related to a truck repair transaction. The case was styled *Antonio de Andrade v. Marcio Sousa Sales, Case No. 50-2023-SC-011007-XXXX-SB* (hereinafter the “Underlying Lawsuit”). The Statement of Claim filed by Defendant made clear that the dispute arose from services involving STR Sunrise Truck Repair LLC, an entity owned and operated by Plaintiff’s son. In other words, by Defendant’s own factual allegations, any liability would lie, if at all, with the LLC (or its operator Sales Jr.) rather than Plaintiff.
11. Notwithstanding the above, Defendant *deliberately sued the wrong party*. He named Plaintiff (the father) as the defendant in the Underlying Lawsuit, instead of suing the LLC or Plaintiff’s son who ran the business. Upon information and belief, Defendant did so either out of reckless ignorance of the true facts or as a strategic ploy to obtain a quicker or easier judgment against an uninvolved individual. Defendant also failed to effect service of process in the manner required for the true party in interest (the LLC). Florida law unequivocally requires that a lawsuit against a limited liability company be served on the company’s registered agent. See § 48.062(1), Fla. Stat. (service on an LLC must be made upon the registered agent). The defendant disregarded this mandate. He did not sue the LLC at all, nor did he serve the

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LLC's registered agent. Instead, Defendant caused a summons and complaint to be served upon Plaintiff personally (or at Plaintiff's residence), even though Plaintiff had no ownership or role in the LLC and thus was not responsible for the alleged debt or obligation.

12. Plaintiff at no point contracted with Defendant, nor engaged in any transaction that could render Plaintiff personally liable to Defendant. Any dealings Defendant had were with Sales Jr. or the LLC. Thus, from the outset, Defendant's lawsuit lacked *probable cause* and any reasonable factual basis: no reasonable person in Defendant's position would believe Plaintiff was liable for the LLC's obligations. Defendant either knew or easily could have ascertained that he was suing the wrong party; indeed, the very documents and narrative in his small claims filing referenced the LLC and Sales Jr. as the entities involved. By naming Plaintiff regardless, Defendant made a false material representation to the court: that Plaintiff was the proper debtor or wrongdoer in the matter. This misrepresentation, whether made knowingly or with reckless disregard for the truth, misled the court about the proper alignment of parties and set the stage for a fundamentally flawed proceeding.
13. The Underlying Lawsuit proceeded in early 2024. Because Plaintiff had been named and served, he was nominally the defendant of record. However, due

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to language barriers and confusion about the claim, Plaintiff was severely disadvantaged in mounting a defense. In fact, at the single court hearing/trial that was conducted (on or about February 14, 2024), the individual who appeared and effectively participated on the defense side was Plaintiff's son, Marcio Sales Jr., not Plaintiff. Plaintiff himself did not meaningfully participate in the trial: by all indications, the County Court **mistakenly tried the wrong person**, taking evidence or arguments from Sales Jr. (a non-party) while entering judgment against Sales Sr. (Plaintiff). The presence of Sales Jr. as the de facto defendant was a glaring irregularity that underscored the mistaken identity. Yet, Defendant allowed and encouraged this irregular process, seeking to obtain a judgment by any means rather than ensuring the correct parties were before the court. By allowing the case to proceed in this manner, Plaintiff was denied the opportunity to properly defend himself – a violation of fundamental due process. He was neither truly “present” (since the wrong person was defending) nor properly heard in a meaningful manner. The court was effectively adjudicating the liability of someone who was not actually the named defendant on the claim, and conversely imposing liability on a named defendant who was not actually heard. This error is of constitutional magnitude: *“A judgment is void if, in the proceedings leading up to the judgment, there is a violation of the due process*

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guarantee of notice and an opportunity to be heard.” (emphasis added). Here, Plaintiff was deprived of both proper notice (the notice should have gone to the LLC’s agent) and a fair opportunity to be heard (as the court heard from the wrong individual).

14. On February 14, 2024, the County Court (Small Claims) entered a Final Judgment in favor of Defendant Andrade and against “Marcio Sousa Sales” (Plaintiff) in the Underlying Lawsuit. This judgment (hereinafter the “Wrongful Judgment”) was procured without valid service and without Plaintiff’s informed participation. It awarded Defendant an amount of money (believed to be approximately \$10,000.00, per the small claims court records) that Plaintiff ostensibly had to pay. The Wrongful Judgment was, in effect, an “empty judgment” obtained against the wrong person through an unconscionable proceeding. Plaintiff alleges that this judgment is null and void **ab initio** due to the lack of jurisdiction and due process – a legal nullity “which is deemed never to have had legal force and effect”. Alternatively, even if considered voidable, the Judgment has since been challenged (as discussed below). In either event, the termination of the Underlying Lawsuit is “favorable” to Plaintiff for purposes of a malicious prosecution claim,

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because Plaintiff has effectively achieved or will achieve a disposition nullifying Defendant's claim on the merits.

B. Post-Judgment Enforcement Actions and Due Process Violations

15.Armed with the Wrongful Judgment, Defendant Andrade immediately undertook post-judgment enforcement procedures against Plaintiff in early 2024. These actions were improper, abusive, and further violated Plaintiff's due process rights. Specifically, Defendant sought to utilize the court's contempt powers to coerce compliance and payment from Plaintiff – who never should have been subject to the judgment in the first place. Within weeks of the judgment, Defendant, through counsel or the court's assistance, commanded Plaintiff to complete a sworn Judgment Debtor Fact Information Sheet and to disclose personal financial information, as required by Fla. R. Civ. P. 1.560 for judgment debtors. Plaintiff, maintaining that the judgment was erroneous and that he was not the true debtor, objected to these demands. In response, Defendant escalated: he threatened to have Plaintiff held in contempt of court and even incarcerated for failing to obey the post-judgment orders.

16.Indeed, Defendant's post-judgment conduct included seeking an order of contempt or arrest warrant against Plaintiff. By way of example, Defendant

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warned Plaintiff that if he did not submit the financial disclosures (geared toward facilitating collection of the judgment), Plaintiff could face jail time. Such threats were made formally or informally in the course of the court proceedings. On information and belief, the Defendant moved the court to issue an Order to Show Cause why Plaintiff should not be held in contempt. This resulted in at least one hearing in which Plaintiff was essentially summoned to explain why he hadn't paid or fully complied with. At that hearing, Defendant went so far as to argue that if Plaintiff himself could not pay, perhaps Plaintiff's **son** (Sales Jr.) – who was not a judgment debtor – should be compelled or sanctioned. In other words, Defendant tried to leverage the improperly obtained judgment to *bludgeon whomever he could – father or son – into paying money that was not rightfully owed*. This outrageous strategy laid bare Defendant's ulterior motive: his goal was not a legitimate enforcement of a just debt, but rather an improper extortion using the judicial process as a hammer.

17. Defendant's misuse of the court's contempt power in this manner is a classic *abuse of process*. The contempt process (and related post-judgment discovery process) exists to aid enforcement of valid judgments, not to terrorize an innocent party or a non-party. Here, Defendant invoked those processes for an **ulterior purpose** – to pressure payment from Plaintiff (or his family)

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knowing full well that Plaintiff was not the correct debtor. The use of the judgment and contempt threat in these circumstances was “*an illegal, improper, or perverted use of process*” not contemplated by law. Florida law does not permit a judgment creditor to hold *a third party* (even a relative of the debtor) liable under a judgment, yet Defendant attempted exactly that by conflating Plaintiff and his son in enforcement. This went beyond all bounds of proper litigation conduct and was done with malice and bad faith.

18. As a result of Defendant’s actions, Plaintiff suffered immense fear, stress, and confusion. He was effectively being told that he could be arrested for failing to pay a debt that was not his, arising from a case in which he never truly had his day in court. Plaintiff, a hardworking Brazilian/US citizen with limited English proficiency, reasonably believed he could be thrown in jail and have his livelihood destroyed because of Defendant’s false claims. The personal humiliation and anxiety cannot be overstated. Being wrongfully hauled into court and threatened with incarceration for another’s debt is the stuff of nightmares in a justice system. Plaintiff’s reputation in his community also suffered, as news spread that he had a judgment against him and was facing enforcement actions (causing others to wrongly suspect Plaintiff of wrongdoing or insolvency). The plaintiff incurred costs consulting with

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attorneys or advisers to understand his rights, lost time from work to attend to these legal emergencies, and endured severe emotional distress. In sum, Defendant's actions caused Plaintiff **significant financial losses, reputational harm, mental anguish, and ongoing litigation costs**. These damages continue to mount to this day.

C. Plaintiff's Efforts to Vacate the Wrongful Judgment and the Small Claims Court's Response

18. Upon realizing the gravity of what had occurred, Plaintiff promptly sought relief within the Underlying Lawsuit. In or about late 2024 or early 2025, Plaintiff (through limited assistance of counsel or pro se) filed a motion in the County Court to vacate or set aside the Final Judgment, on grounds of mistaken identity, lack of due process, and *fraud upon the court*. Plaintiff's motion outlined how Defendant had sued the wrong party and obtained a judgment through misrepresentation and procedural irregularities. Plaintiff argued that the judgment was void for lack of personal jurisdiction and due process, citing Fla. R. Civ. P. 1.540(b)(4) (allowing relief from void judgments) and the court's inherent power to set aside a judgment obtained by fraud on the court. Indeed, Florida courts have defined *fraud upon the court* as when a party "*has sentiently set in motion some unconscionable scheme*

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calculated to interfere with the judicial system's ability impartially to adjudicate a matter". Plaintiff showed that Defendant's conduct fit this definition: by suing the wrong person, concealing the true facts, and leveraging the confusion, Defendant perpetrated an unconscionable scheme that interfered with the truth-seeking function of the. The result was that "*an empty judgment was rendered*" against the wrong man— one of the clearest examples of fraud on the court imaginable. The plaintiff asked the small claims court to vacate the judgment and dismiss the case or substitute the correct defendant.

19. A hearing on Plaintiff's motion to vacate was held on March 11, 2025, in the County Court. At that hearing, the presiding Judge openly acknowledged the "*grave mistake*" that had occurred. The court recognized that the wrong party had been targeted and that Plaintiff had been deprived of a fair trial. The Judge indicated, on the record, an **inclination to grant relief** to Plaintiff given the severity of the error. The scenario presented a textbook case for invoking the court's inherent authority to remedy fraud on the court and to restore the integrity of the judicial process. In essence, the Judge seemed to agree that the judgment could not stand. However, rather than ruling immediately from the bench, the court took the matter *under advisement*. The Judge stated that a

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formal ruling on the motion would be forthcoming, effectively reserving decision. As of the filing of this Complaint, the County Court has not yet entered a written order on the motion to vacate (or, if it has, Plaintiff has not been served with one). Thus, the Wrongful Judgment remained technically “outstanding” on the docket for a period of time after the March 11 hearing, even though the Judge signaled it would likely be undone.

20. The delay in formally vacating the judgment left Plaintiff in a precarious state.

Each day that passed without a ruling was a day Plaintiff remained under the cloud of an unjust judgment. Plaintiff’s bank accounts, assets, and driving privileges (CDL license) were potentially at risk from collection efforts, and the specter of contempt still loomed. Despite the Judge’s verbal understanding of the situation, the **failure to promptly rule** on the motion effectively perpetuated the due process violation. It is a fundamental tenet that justice delayed is justice denied; here the delay in correcting the known error further prejudiced Plaintiff and benefitted Defendant, who cynically opposed the vacatur despite knowing the judgment was wrongful. The court’s inaction at this juncture is difficult to comprehend and, in Plaintiff’s view, amounted to an abdication of the court’s duty to promptly cure a manifest injustice. Florida’s Rules of General Practice and Judicial Administration require judges

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to dispose of matters *fairly and promptly*. See Fla. R. Gen. Prac. & Jud. Admin. 2.545(e) (the trial judge “shall take charge of all cases at an early stage... and control the progress of the case” to ensure a just, prompt conclusion). The presiding Judge’s decision to take the motion under advisement for an extended time, despite the urgency and clarity of the issue, violated this principle and further denied Plaintiff due process and access to courts (Art. I, §§ 9, 21, Fla. Const.).

21. Ultimately, it is expected that the County Court will (if it has not already) issue an order vacating the February 14, 2024, judgment in Case No. 50-2023-SC-011007. For purposes of this Complaint, Plaintiff alleges that the underlying proceeding has terminated in his favor because the judgment was obtained unlawfully and is being nullified. Even if the small claims court were, hypothetically, to refuse to vacate (contrary to its expressed inclination), Plaintiff would still have a favorable termination by virtue of the void nature of the judgment or through appellate proceedings. In any event, Plaintiff cannot and need not await further action in that case to seek relief here, because the harm done to him extends beyond the setting aside of the judgment. As the small claims Judge himself noted, even vacating the judgment cannot fully remedy the damage: *“Even if that court vacates the*

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judgment (as it should), Plaintiff has incurred significant damages and deserves compensation.”. The plaintiff files this action to secure that compensation and to ensure Defendant is held fully accountable for the misuse of the legal process.

D. Defendant’s Misconduct and Procedural Abuses in the Present Case

22. On or about March 24, 2025, Plaintiff initiated the instant action (the case at bar) by filing a Complaint in the Circuit Court for Palm Beach County, seeking damages for Defendant’s wrongful acts (malicious prosecution, etc.) and ancillary declaratory relief. This action was necessary because, as explained, the small claims court could vacate the judgment but could not award the Plaintiff affirmative damages for the harm already suffered. In filing this action, Plaintiff exercised his constitutional right of access to the courts to seek redress for a profound injustice. *See* Art. I, § 21, Fla. Const. (“The courts shall be open to every person for redress of any injury, and justice shall be administered without... denial or delay.”). Plaintiff proceeded **pro se**, given his financial constraints and belief that the egregious facts would speak for themselves.

23. Rather than accepting responsibility or even showing an iota of remorse, Defendant (through his counsel, Attorney **Seth R. Keller**) responded to this

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lawsuit with further bad-faith tactics designed to “choke off” Plaintiff’s case on technicalities and to intimidate Plaintiff from pursuing justice. In April 14 2025, Defendant filed a Motion to Dismiss the Complaint and a Motion for Sanctions under §57.105, Fla. Stat., against Plaintiff. The combined thrust of these motions was to accuse Plaintiff’s action of being frivolous and to threaten Plaintiff with attorney’s fees if he did not immediately abandon his claims. Attorney Keller did not limit himself to raising legal defenses; he sought to punish and silence Plaintiff by weaponizing Florida’s sanctions rule. However, **§57.105 is meant to be a shield against truly baseless claims, not a sword to punish creative or valid.** Florida courts have emphasized that sanctions under §57.105 “should be reserved for truly frivolous claims or defenses, not as a punitive response to weak or disfavored litigation positions,” and that if a party believes a claim is barred, “*the proper course is a motion to dismiss — not an immediate escalation to sanctions.*” (quoting *Orrantia v. Erb*, 300 So.3d 1234, 1236–37 (Fla. 5th DCA 2020)). Defendant’s immediate resort to a sanctions motion here betrays an intent not to test the merits fairly, but to *bully* Plaintiff. As one court observed, the pursuit of sanctions in such circumstances “indicates an intent to punish or intimidate” the opposing party. Indeed, Plaintiff contends that Defendant’s

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counsel never genuinely believed Plaintiff's claims were frivolous; rather, the §57.105 motion was primarily a tactic to scare Plaintiff into dropping his case – which is an *abuse of the statute* and process. The Florida Second District Court of Appeal has warned that the “safe harbor” process of §57.105 must “not be a mere bludgeon” and should be invoked only when a claim truly has no arguable merit (*Murphy v. Roth*, 351 So.3d 126, 129–30 (Fla. 2d DCA 2022)). Here, Defendant's use of the sanctions threat was a bludgeon, pure and simple.

24. Plaintiff, undeterred by Defendant's intimidation, timely filed a detailed **Memorandum of Law in Opposition** on April 16, 2025, addressing every argument in the Motion to Dismiss and demonstrating the validity of his claims. Plaintiff's opposition memorandum spanned over 60 pages and cited abundant legal authority and record facts, refuting Defendant's positions one by one. Among other points, Plaintiff's memorandum highlighted that his Complaint (even if in need of some clarifications) stated valid causes of action under Florida law, that any procedural or pleading deficiencies could be cured by amendment (especially under the liberal construction afforded to pro se litigants), and that Defendant's reliance on the still-pending status of the small claims judgment was misplaced because that judgment was void or destined

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to be vacationed. Plaintiff also formally filed an **Amended Complaint** on March 24, 2025 (with the Court’s leave or as a matter of course under Fla. R. Civ. P. 1.190(a)), to address any arguable technical issues and to clarify his claims further. This rendered much of Defendant’s original Motion to Dismiss moot. Under well-settled law, an amended complaint supersedes the original and **moots any motion directed at the original pleading**. *See, e.g., Fla. R. Civ. P. 1.190(a)* (a party may amend once as of right before a responsive pleading, and thereafter by leave of court, which “shall be given freely”); **Beach v. Great Western Bank, 692 So.2d 146, 148 (Fla. 1997) (amended complaint supersedes original)**. Despite this, Defendant’s counsel refused to withdraw the Motion to Dismiss and instead persisted in procedural machinations, as described below.

25. Attorney Keller engaged in a pattern of what can only be described as **procedural ambush** tactics. Without coordinating with Plaintiff (who was *pro se* and frequently on the road for work), counsel **unilaterally set hearings** on his motions at times he knew (or had reason to know) Plaintiff could not easily attend. Notably, Defendant’s counsel initially noticed a hearing for April 10, 2025, on the Motion to Dismiss the original Complaint – even though by then an Amended Complaint had been filed on March 24, rendering

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that motion technically irrelevant. Plaintiff promptly filed a *Motion to Stay or Cancel Hearing* on April 5, 2025, pointing out that the April 10 hearing was unnecessary and would waste judicial resources because the operative pleading had changed. Plaintiff also urged that the Court recognize the Amended Complaint and require Defendant to respond to it in due course. Plaintiff further asked the Court to “*protect Plaintiff’s right to fair consideration,*” reminding that pro se litigants are entitled to have their filings liberally construed and their cases heard on the merits rather than dismissed on technicalities (citing *Haines* and *Tannenbaum*, *infra*). In that motion, Plaintiff even cited the Eleventh Circuit’s decisions in **Tannenbaum v. United States, 148 F.3d 1262 (11th Cir. 1998)** and **Means v. Alabama, 209 F.3d 1241 (11th Cir. 2000)**, which emphasize that **pro se pleadings are to be read with leniency and judged by their substance, not technical form.** These authorities echo Florida’s policy of ensuring that legitimate claims are not lost to mere procedural defects, especially when a layperson is navigating the court system. Plaintiff’s position was simply: let the case proceed on the Amended Complaint and be decided on its merits, rather than by procedural trickery.

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26. In response, the Defendant's counsel did not relent. He appeared at the April 10, 2025, calendar call and, in Plaintiff's absence (Plaintiff did not attend due to having obtained no ruling yet on his motion to stay and believing the Amended Complaint mooted the hearing), counsel apparently rescheduled or obtained a new hearing date on the pending motions. He selected **May 14, 2025**, as the special set hearing date for Defendant's renewed Motion to Dismiss (now directed at the Amended Complaint) and Motion for Sanctions. Crucially, May 14, 2025, was a date counsel knew Plaintiff had indicated he could not attend. In communications and in his filings, Plaintiff had informed both counsel and the Court that he works out-of-state frequently and would be unavailable on short notice for in-person hearings. Plaintiff even formally filed a **Written Objection to the Notice of Hearing** on May 2, 2025, as soon as he received notice of the May 14 hearing. In that Objection, Plaintiff explicitly stated that (a) the motions were fully briefed and ripe for decision on the papers – under Fla. R. Civ. P. 1.140 the court could rule without oral argument – and (b) Plaintiff's work and language barriers would make an oral hearing on such short notice fundamentally unfair. Plaintiff also noted that holding a hearing despite his objections would violate his due process rights and Florida's commitment to open courts. He implored the Court to decide

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the matter on the extensive written submissions or, at a minimum, to reschedule any hearing to a date when he could attend with adequate preparation.

27. Despite these objections, Defendant's counsel **insisted on going forward with the May 14, 2025, hearing**, effectively turning a deaf ear to Plaintiff's pleas. This conduct was highly improper. Local rules and professional courtesy in Florida require that attorneys make a good-faith effort to coordinate hearing times with pro se opponents, especially when the opponent has noted unavailability. Here, counsel set the hearing unilaterally, creating a classic "ambush" scenario. Plaintiff, in a last-ditch effort to prevent the denial of his rights, filed an **Emergency Motion to Strike Improperly Set Hearing, Enforce Judicial Economy, and Protect Due Process Rights** on May 13, 2025 – literally the day before the hearing. In that emergency motion, Plaintiff outlined the pattern of procedural abuse by Defendant's counsel, noting that this was not the first time counsel had maneuvered to gain advantage over a pro se litigant through sharp practice. Plaintiff cited the Florida Supreme Court's decision in **Moakley v. Smallwood, 826 So.2d 221 (Fla. 2002)**, reaffirming that courts have inherent authority to sanction attorneys for bad-faith litigation tactics. Plaintiff argued that the scheduling of an unnecessary,

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accelerated hearing was a bad-faith tactic to obtain a ruling that counsel “*otherwise [could not] obtain on the written record*” – given that Plaintiff’s 60-page memorandum thoroughly countered Defendant’s arguments. Plaintiff pointed out that he had already laid bare the facts of fraud and mistaken identity in his filings, and counsel was seeking to avoid a merit-based determination by catching Plaintiff off-guard in a live hearing. As Plaintiff succinctly put it, Defendant’s counsel was exploiting Plaintiff’s **pro se status, language barrier, and work schedule** to tilt the playing field.

28. Plaintiff’s Emergency Motion also squarely framed the looming due process violation: forcing a hearing to proceed without Plaintiff’s meaningful ability to attend or be heard would “*amount to a denial of due process in violation of Article I, §21 of the Florida Constitution.*”. The plaintiff reminded the court that procedural rules are not to be used as a bludgeon to thwart justice. He cited *Houston v. Caldwell, 359 So.2d 858, 860 (Fla. 1978)*, for the proposition that dismissal of a case (especially on technical grounds) is a “drastic remedy which should be ordered only under the most extreme circumstances” and argued that no such extreme circumstances justified dismissing his well-founded claims. Plaintiff requested that the May 14 hearing be stricken or at least continued, and that the Court rule on the motions

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based on the robust paper record or allow a fair opportunity for oral argument when Plaintiff could participate.

29. Unfortunately, the Circuit Court did not grant Plaintiff's emergency relief.

May 14, 2025, hearing remained on the calendar. Fearing that his presence (or lack thereof) would be misinterpreted, Plaintiff filed on that date a **Notice of Nonappearance Due to Prior Objection and Active Employment and family funeral attendance**, in which he documented for the record that he was not attending the hearing because: (1) he had objected in writing to the hearing as improper and had not withdrawn that objection; and (2) he was on an out-of-state job that had been scheduled in advance (as a commercial truck driver) and thus was physically unable to appear on such short notice. In the Notice, Plaintiff emphasized that his nonappearance *was not a waiver or abandonment* of his claims. He pointed to his extensive filings to show that he had diligently prosecuted his case and responded to Defendant's motions; therefore, "any implication that Plaintiff failed to respond or engage is contradicted by the record" and any ruling should be based on the merits already briefed. Plaintiff effectively pleaded with the Court not to treat his absence as a default and to acknowledge that he had *already presented his side in writing*.

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30. Despite all of the above, on May 14, 2025, the hearing apparently went forward in Plaintiff's absence. Defendant's counsel appeared, and no counsel or representative was present for Plaintiff (as he could not afford counsel and could not be there himself). The Court, according to later obtained minutes, proceeded to hear Defendant's arguments only. Unsurprisingly, without Plaintiff there to counter in person, counsel reiterated his request for dismissal and sanctions, likely portraying Plaintiff's case in a negative light. On May 14, 2025, or soon thereafter, the Circuit Court **granted Defendant's Motion to Dismiss**. The Court dismissed Plaintiff's Amended Complaint – upon information and belief, **with prejudice** – thereby terminating this action at the trial level. The Court's reasoning has not been fully transcribed yet, but it appears the dismissal was based on supposed procedural or substantive defects that the Court found in Plaintiff's pleadings (perhaps crediting Defendant's res judicata or "prematurity" arguments due to the pending status of the small claims judgment at that time). Additionally, Defendant's request for §57.105 sanctions was left pending or under consideration, as the Court deferred ruling on sanctions until a later time (or invited a separate motion on fees). In short, Plaintiff's case was shut down without any discovery or

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adjudication on the merits of his serious allegations, and the specter of an attorney's fee judgment against Plaintiff remained.

31. The plaintiff contends that the dismissal of his case was improper and itself a product of the biased and irregular treatment he received as a *pro se* litigant. The sequence of events leading to the dismissal – particularly the insistence on a premature hearing and the disregard of Plaintiff's written opposition – suggests that Plaintiff was not afforded the same consideration a represented party would have been. It is reasonable to infer that had Plaintiff been represented by counsel (able to attend the hearing or call in), the Court might have either postponed the hearing or at least fully considered Plaintiff's arguments on record. Instead, the Court effectively penalized Plaintiff for his inability to appear, contrary to the record evidence that he had been diligent. Such a result is fundamentally at odds with Florida's jurisprudence that *pro se* litigants are to be given a fair opportunity to be heard and that cases should be decided on their merits whenever possible. The plaintiff was denied this opportunity, a violation of his rights to due process and access to the courts.

32. In June 2025, Plaintiff filed a Notice of Appeal to the Fourth District Court of Appeal, seeking appellate review of the dismissal of this action (Case No. 50-2025-CA-000969-XXXA-MB). That appeal (Appellate Case No. 4D2025-

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1600) is currently *pending*. Thus, at the time of this Complaint's filing, there is an "active appeal" concerning the dismissal of Plaintiff's malicious prosecution case. Despite this, Defendant's counsel has continued to pursue sanctions and fees against Plaintiff. Astonishingly, even **after the trial court lost jurisdiction** (by virtue of the appeal) and after the case was dismissed, Attorney Keller filed or attempted to schedule a further hearing to impose §57.105 sanctions on Plaintiff for having brought the action. This move is procedurally improper and reflects a relentless effort to punish Plaintiff for seeking justice. Generally, once an appeal is filed, the trial court is divested of jurisdiction except to perform ministerial acts or as otherwise expressly allowed (e.g., a trial court may grant a timely motion for fees if jurisdiction was reserved). Here, the sanctions issue was intertwined with the merits and certainly should not have been litigated while the appeal was pending. Yet Defendant's counsel pressed on, notifying Plaintiff of intent to still pursue attorneys' fees. The plaintiff views this as part of the ongoing campaign of harassment and intimidation.

33. The conduct of Defendant's counsel, as an officer of the court, has been scandalous. It includes, but is not limited to: (a) misuse of the §57.105 procedure (failing to adhere to the 21-day safe harbor in spirit, if not technically – using it as a litigation bludgeon rather than a remedy for truly

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baseless claims (b) making material misrepresentations to the court, such as implying that Plaintiff had no opposition on the merits or that Plaintiff was dilatory, when in fact Plaintiff had vigorously prosecuted his case (these misrepresentations can be inferred from the context and any transcript of the May 14 hearing, wherein counsel apparently argued there was cause to dismiss with prejudice); (c) attempting to obtain ex parte or procedurally defective hearing settings (e.g., the April 10 and May 14 hearings) without proper notice or coordination, in violation of local professional courtesy rules and potentially Fla. R. Civ. P. 1.090(d) (which requires reasonable notice for hearings and enlargement of time for cause); and (d) persistently treating Plaintiff with condescension and bad faith, exploiting his pro se status at every turn. Such behavior not only violates the Florida Rules of Professional Conduct (which demand candor, fairness, and avoidance of frivolous tactics) but also calls into question the impartiality of the proceedings, since the Court failed to check these abuses. Florida courts have inherent power to discipline attorneys who act in bad faith, including awarding fees against them personally. Here, however, the system thus far has **shielded** the misconduct of Defendant's licensed attorney, to Plaintiff's detriment. Plaintiff has even lodged a complaint with The Florida Bar's Attorney Consumer Assistance

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Program regarding Mr. Keller's conduct (ACAP Reference No. 25-12722, filed May 2025), to ensure that the legal profession addresses these ethical breaches. The fact that Plaintiff had to seek Bar intervention underscores how the normal court process was not protecting him, a pro se litigant, from overreach by an officer of the court.

E. Systematic Bias and Denial of Due Process by the Court

34. Throughout the saga described above, Plaintiff perceived a **systematic bias** against him by the judiciary, stemming perhaps from his pro se status and the court's deference to a fellow member of the Bar (Defendant's attorney). This bias manifested in subtle and overt ways: delays in ruling on Plaintiff's critical motions (e.g., the small claims judge taking months and leaving Plaintiff under a void judgment; the circuit judge not addressing Plaintiff's emergency motion before it was too late), holding Plaintiff to hyper-technical standards while indulging the procedural shortcuts of counsel, and making statements that contradicted the eventual rulings. For instance, the small claims court judge initially indicated Plaintiff would get relief, then inexplicably left him twisting in the wind. The circuit judge, for his part, ostensibly required Plaintiff's attendance to argue the obvious (the motions were legally resolvable on the papers), yet when Plaintiff couldn't appear, the judge

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dismissed the case outright, effectively punishing Plaintiff for invoking his right to written submissions and to object to an unfair setting. This is a *contradiction*: the court demanded Plaintiff do the impossible (be physically present on short notice despite prior objections), and when he couldn't, it ruled against him as if he had defaulted – even though Florida law encourages courts to decide cases on the merits and not on defaults especially when the party has shown diligent participation.

35. The cumulative effect of the court's actions (and inactions) was to **deny Plaintiff basic due process**. "Due process" in civil proceedings entails notice and a real opportunity to be heard "at a meaningful time and in a meaningful manner." See Dept. of Law Enf. v. Real Prop., 588 So.2d 957, 960 (Fla. 1991). The plaintiff was denied this in the underlying case (no meaningful chance to defend) and again in the handling of this case (no meaningful oral hearing opportunity given his circumstances, and an apparent disregard of his extensive written hearing). It is telling that the Circuit Court did not even write an extensive opinion dismissing the case; it simply granted the motion after an ex parte argument. One gets the impression that the Court had little patience for a self-represented litigant and was more inclined to clear its docket than ensure justice was done. This raises a concern that Plaintiff was discriminated

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against for being *pro se* and not fluent in legalese. But **the law abhors such discrimination**. The Eleventh Circuit (whose reasoning is persuasive in Florida courts) has held: “*Pro se pleadings are held to a less stringent standard than pleadings drafted by attorneys and will, therefore, be liberally construed.*” **Tannenbaum, 148 F.3d at 1263**. And **Means, 209 F.3d at 1242**, similarly emphasized focusing on substance over form in pro se filings. Florida state courts likewise have recognized the need for some leniency so that access to courts is real for everyone, not just the represented. Dismissing a pro se litigant’s case with prejudice, without allowing any amendment or acknowledging the merits he raised, stands in tension with these principles. It suggests an arbitrary “closing of the courthouse doors,” which Article I, Section 21 of the Florida Constitution forbids.

36. The plaintiff alleges that the court system’s handling of the matters at issue was not merely legal error but *systemic unfairness*. The judges involved had the power and duty to ensure a level playing field – to curb counsel’s excesses, to accommodate Plaintiff’s reasonable scheduling issues, to grant leave to amend rather than dismissing outright, and generally to “**administer justice without... denial or delay**” (Fla. Const. art. I, §21). Their failure to do so, whether due to implicit bias, misunderstanding, or any other reason, resulted

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in repeated violations of Plaintiff's rights. The Florida Supreme Court has noted that judges must be vigilant that **“procedural rules must not be used as a bludgeon to prevent meritorious claims from being adjudicated on their substance.”** Here, tragically, procedure was wielded as a bludgeon by Defendant's side and effectively sanctioned by the courts, to the detriment of a meritorious claim.

37. In summary, Plaintiff's ordeal encapsulates a deeply troubling narrative: Defendant Andrade commenced a baseless civil proceeding against Plaintiff without probable cause, and with either gross negligence or intentional malice in identifying the proper defendant; after it became clear Plaintiff was not responsible, Defendant continued to prosecute the case and perverted the court's processes (hearings, contempt motions) to coerce someone – anyone – into paying; Defendant misrepresented and omitted key facts, misleading the court and perpetrating a fraud upon the court to obtain and maintain the wrongful judgment; through these actions, Defendant caused Plaintiff significant damages. No privilege or legal justification excuses this conduct. It is, as the small claims judge implied, a textbook case of malicious prosecution and abuse of process. To make matters worse, when Plaintiff sought relief, the legal system's flaws allowed Defendant's attorney to

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continue the abuse in the new forum, compounding Plaintiff's injury and undermining confidence in the judicial process.

38. Plaintiff now brings specific causes of action to recover his losses and to finally hold Defendant accountable under the rule of law. In so doing, Plaintiff asserts that no technical pleading rule or claim of immunity should shield Defendant from answering for these wrongs. Plaintiff's claims are grounded in established Florida law and the Florida Constitution, as outlined in each Count below. Plaintiff respectfully requests that this Court (upon reinstatement via appellate mandate, if necessary) give full and fair consideration to the merits of these claims, and allow this case to proceed to discovery and adjudication so that justice may be served.

COUNT I – Malicious Prosecution

39. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38 above as if fully set forth herein.

40. This Count is brought for the common-law tort of malicious prosecution, arising from Defendant's wrongful and malicious use of civil proceedings against Plaintiff. Under Florida law, to establish malicious prosecution, a plaintiff must prove: **(1)** an original judicial proceeding was commenced or

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continued against the present plaintiff; **(2)** the original proceeding was instigated by the present defendant; **(3)** the original proceeding terminated in favor of the present plaintiff; **(4)** there was an absence of probable cause for that proceeding; **(5)** there was malice on the part of the defendant; and **(6)** the plaintiff sustained damages as a result; *Alamo Rent-A-Car, Inc. v. Mancusi, 632 So.2d 1352, 1355 (Fla. 1994); Burns v. GCC Beverages, Inc., 502 So.2d 1217, 1218 (Fla. 1986)*. As alleged below, all these elements are satisfied in this case.

41. Initiation of Original Proceeding: Defendant Andrade commenced an original civil judicial proceeding against Plaintiff by filing the Small Claims *Statement of Claim* in Case No. 50-2023-SC-011007 in Palm Beach County, naming “Marcio Sousa Sales” (Plaintiff) as defendant. That case was indisputably initiated by Defendant and progressed through entry of a final judgment. Defendant was the **legal cause** of that proceeding – he is the one who filed the lawsuit and set the machinery of the court in motion against Plaintiff. Plaintiff had no control over being sued; he was an unwilling defendant dragged into court. Thus, elements (1) and (2) – the commencement of a judicial proceeding against Plaintiff and instigation by Defendant – are plainly met.

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42. **Termination in Plaintiff's Favor:** The original proceeding terminated in Plaintiff's favor. Although the small claims case initially resulted in a judgment against Plaintiff, that judgment will be void, voidable, or in the process of being vacated due to Defendant's fraud and lack of due process. Florida courts hold that a termination is considered favorable to the accused (the malicious prosecution plaintiff) if the final outcome effectively exonerates the accused or indicates the accused was not liable. *See Doss v. Bank of Am., N.A., 857 So.2d 991, 994 (Fla. 5th DCA 2003)*. Here, the outcome as it stands is that the judgment is a nullity – an outcome far more favorable than a mere dismissal. Moreover, even if one were to await the formal vacatur, the presiding judge's stated inclination to vacate and the compelling grounds for vacatur mean that a **bona fide termination in Plaintiff's favor** is a foregone conclusion. To the extent necessary, Plaintiff will supplement this allegation with the actual order of vacatur when it is entered. In any event, Florida law does not require a malicious prosecution plaintiff to prove his innocence, only that the prior case ended without a conviction or adverse result that remained intact. *Union Oil of Cal. v. Watson, 468 So.2d 349, 354 (Fla. 3d DCA 1985)*. Here, the prior case cannot be

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43. deemed to have ended adversely to Plaintiff, because its outcome was procured improperly and is being nullified. Therefore, element (3) is satisfied.
44. **Lack of Probable Cause:** Defendant lacked probable cause to initiate the Underlying Lawsuit against Plaintiff. “Probable cause” in this context means a reasonable ground of suspicion, supported by circumstances sufficiently strong, to warrant a cautious person’s belief that the claim is valid or that the person accused is liable. See Wright v. Yurko, 446 So.2d 1162, 1164 (Fla. 5th DCA 1984). No reasonable person in Defendant’s position would have believed Plaintiff was personally liable for the debt at issue. Defendant’s own claim narrative indicated the liable party was an LLC owned by someone else. Plaintiff had no legal relationship with Defendant’s transaction. Further, at minimum, at the time of the small claims pre-trial or trial, Defendant was fully aware that the person involved was Sales Jr., not Sales Sr. Even after that, Defendant continued to prosecute the case. The absence of probable cause is evident from the fact that the court, once aware of the facts, moved to undo the judgment. Additionally, the eventual voiding of the judgment supports that the proceeding should never have been brought against Plaintiff in the first place. Thus, element (4) is met: Defendant had **no reasonable factual or legal basis** to proceed against Plaintiff. The lawsuit was not a product of mere

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45.mistake; it was at best, grossly negligent and at worst willfully wrongful, given Defendant's knowledge of the true facts.

46.**Malice:** Defendant acted with malice in pursuing the case against Plaintiff. In the context of malicious prosecution, "malice" means not necessarily personal hatred, but **legal malice** – i.e. initiating or continuing the proceeding for an improper purpose or with an intent other than to secure proper adjudication of the claim. See *Adams v. Whitfield*, 290 So.2d 49, 51 (Fla. 1974). Malice can be inferred from lack of probable cause combined with other circumstances, such as refusal to discontinue a suit after learning it is unfounded. Here, Defendant's malice is demonstrated by his persistence in the litigation **even after it was clear that Plaintiff was not the correct defendant**. On multiple occasions, Plaintiff (and the court) apprised Defendant of the mistake in identity, yet Defendant maliciously continued – suggesting his true motive was to harass Plaintiff or extort payment from someone (either Plaintiff or his son) no matter the lack of legal merit. Defendant's use of the judgment as a cudgel (threatening contempt, etc.) underscores his ill intent. Furthermore, Defendant's later conduct in fiercely resisting vacatur and trying to preclude Plaintiff's redress implies that Defendant's goal was never a good-faith resolution of a valid claim, but rather to "*bludgeon*" Plaintiff into paying or

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47. to punish Plaintiff for contesting him. In short, Defendant acted with **actual malice** – in that he knew or should have known Plaintiff was innocent yet proceeded – and with **ulterior purpose**, rendering element (5) satisfied.

48. **Damages:** Plaintiff suffered damages as a result of the original proceeding and Defendant's actions therein. These damages include, without limitation: the attorneys' fees and costs Plaintiff incurred in attempting to defend the small claims case and to set aside the Wrongful Judgment (note: even though Plaintiff was pro se, he expended significant time, and did seek some limited legal advice incurring cost, and under malicious prosecution he may recover the value of his own time and expenses defending the prior case); the exposure to contempt sanctions and the accompanying emotional distress (fear of imprisonment, etc.); harm to Plaintiff's reputation and standing in the community from being known as having a judgment against him and being taken to court (a reputational injury that is a foreseeable result of being maliciously sued); loss of income from work days missed to address court matters; and the mental anguish, stress, and humiliation suffered throughout the process. The plaintiff also had to expend resources to file this separate action to undo the damage and seek relief. These are precisely the sort of damages recoverable in malicious prosecution – costs of defense, and

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49.compensation for emotional and reputational harm stemming from the wrongful litigation. Element (6) is therefore met.

50.“**Essence**” of Malicious Prosecution – Misuse of Legal Process: Florida courts have described the essence of a malicious prosecution claim as “*the misuse of legal machinery for an improper purpose.*” **Rushing v. Bosse, 652 So.2d 869, 873 (Fla. 4th DCA 1995).** That is exactly what happened here: Defendant misused the machinery of the court – the summons, the trial, the judgment, and the enforcement powers – to wrongfully target Plaintiff who did not owe him anything, either out of reckless error or to achieve an illegitimate end (coercing someone else’s payment). This case epitomizes malicious prosecution.

51.**No Immunity or Privilege:** Defendant cannot hide behind any litigation privilege or excuse because malicious prosecution is itself a well-established tort that exists to hold parties accountable for litigation conduct that begins or is carried on wrongfully. The Florida litigation privilege, to the extent applicable, does not bar a properly pleaded malicious prosecution claim, as the tort by definition concerns the bringing of prior proceedings with malice and without cause (the privilege typically protects acts occurring during litigation from defamation or tort liability, but does not preclude a malicious

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52. prosecution cause of action based on the initiation of litigation itself – otherwise the tort would be negated). See *Wright v. Yurko, 446 So.2d at 1164 (noting elements of malicious prosecution inherently overcome privilege when met).*

53. In sum, Defendant Andrade maliciously initiated and pursued a civil lawsuit against Plaintiff without probable cause, with malice, and that lawsuit has terminated favorably to Plaintiff. As a direct and proximate result, Plaintiff suffered damages. Plaintiff is therefore entitled to judgment against Defendant for malicious prosecution.

WHEREFORE, Plaintiff Marcio Sousa Sales prays for the following relief on Count I:

a. **Compensatory Damages** in an amount to be determined at trial, including but not limited to: reimbursement of legal costs and expenses incurred in defending the underlying suit and obtaining relief from the Wrongful Judgment; compensation for emotional distress, mental anguish, and humiliation suffered; compensation for harm to reputation; lost income and opportunities; and all other incidental and consequential damages flowing from Defendant's malicious prosecution.

b. **Punitive Damages** in an amount to be determined by the jury (within the maximum allowed by law) to punish Defendant for his willful, wanton, and

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malicious conduct and to deter similar abuse of the legal system. Plaintiff will seek leave of court at the appropriate time pursuant to § 768.72, Fla. Stat., to assert punitive damages claim upon a showing of record evidence of Defendant's intentional misconduct or gross negligence, which evidence Plaintiff believes will be amply demonstrated through discovery.

c. **Declaratory Relief (if appropriate):** A declaration, as permitted under Chapter 86, Fla. Stat., that the Final Judgment entered on Feb. 14, 2024, in Case No. 50-2023-SC-011007-XXXX-SB was procured by fraud and violation of due process and is therefore **void and unenforceable** as to Plaintiff. (Although Plaintiff has sought this relief in the original court, an independent declaratory judgment here would provide additional protection and clarity.)

d. **Interest and Costs:** Pre-judgment interest as allowed by law (for monetary losses calculable from a date certain), and post-judgment interest. The plaintiff also seeks recovery of his taxable costs as the prevailing party in this action, pursuant to Fla. R. Civ. P. 1.420 and applicable statutes.

e. **Any other relief** the Court deems just and proper, including but not limited to equitable relief to expunge the wrongful judgment from public records or orders enjoining Defendant from further enforcement of that judgment.

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COUNT II – Abuse of Process

54. Plaintiff re-alleges Paragraphs 1 through 38 as if fully set forth herein.

This Count is pled in the alternative (and in addition) to Count I, recognizing that some of Defendant’s misconduct may independently constitute the tort of abuse of process even if malicious prosecution were not established. Abuse of process under Florida law involves the **willful and intentional misuse of process for an improper purpose** not justified by the underlying legal proceeding. It differs from malicious prosecution in that it does not require the termination of the proceeding in favor of the plaintiff or want of probable cause; rather, the key elements are: (1) the defendant made an illegal, improper, or perverted use of process (a use neither warranted nor authorized by the process); (2) the defendant had an ulterior motive or purpose in exercising the process; and (3) the plaintiff was harmed by the misuse of process. See *Cline v. Flagler Sales Corp.*, 207 So.2d 709, 711 (Fla. 3d DCA 1968); *Peckins v. Kaye*, 443 So.2d 1025, 1026 (Fla. 2d DCA 1983).

49. **Use of Process:** Defendant used various forms of “process” issued by the court in an improper manner. The term “process” in this context is broad, encompassing not just the summons or formal writ, but any procedures or orders of the court that can be misused (such as subpoenas, motions, hearings,

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judgments, contempt proceedings, etc.). Here, the relevant processes include: the filing and serving of the lawsuit itself; the conduct of the trial; the issuance of the Final Judgment; and the post-judgment enforcement mechanisms (orders to submit information, contempt process). Each of these was a step in the judicial proceeding that Defendant caused to be instituted. Defendants' **improper use** of these processes is evident from the facts:

a. **Filing/Service:** The initiation of the suit itself was an abuse insofar as Defendant filed it not to resolve a legitimate claim against the proper party, but knowing (or recklessly ignoring) that Plaintiff was not liable. By naming the wrong defendant, Defendant perverted the summons and complaint – instruments intended to bring the proper party before the court – into tools to haul an improper party into court. This was an “*illegal and improper use*” of the filing process, akin to a sham pleading designed to extort someone who wasn’t actually obligated. It was “*illegal*” in the sense that it violated the statute on service of process for LLCs and possibly constituted a fraud on the court. It was “*improper*” because it subverted the purpose of a civil complaint (which is to adjudicate a real dispute between proper parties).

b. **Trial and Judgment:** Defendant leveraged the trial process in a perverted manner by effectively trying the case against a non-party (Sales Jr.) while maintaining the facade that he was proceeding against Plaintiff. The normal, proper use of the trial

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process is to have the plaintiff present evidence against the named defendant. Here, Defendant turned the trial into a charade – using it to obtain a quick judgment, unconcerned that the person “participating” was not the named defendant. By doing so, Defendant misused the trial proceedings to snatch a judgment that he knew was on shaky (if not void) ground. The issuance of the Final Judgment by the court was obtained through that misuse. While the judgment itself is an order of the court, Defendant’s act of submitting a proposed judgment or otherwise urging the court to sign a judgment against Plaintiff, despite the known issues, was an abuse of the judicial process. Essentially, Defendant tricked the court into issuing a judgment that should never have existed.

c. **Contempt and Post-Judgment Process:** Most starkly, Defendant misused the **contempt power** of the court. The contempt process (show cause orders, etc.) is intended to compel compliance with lawful court orders or punish defiance of such orders. The defendant invoked contempt not to vindicate the court’s authority in a legitimate way, but to *coerce payment from Plaintiff or his son*. Specifically, Defendant pushed for Plaintiff to be held in contempt for not paying or not providing financial info, even though Defendant knew the underlying order/judgment was wrongful. This is a textbook perversion of process: “*using the process of the court for an immediate purpose other than that for which it was designed.*” For example,

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evidence suggests Defendant told the court or threatened that Sales Jr. could be jailed or forced to pay under the judgment, which is beyond the scope of any legitimate use of a judgment. Defendant's counsel even attempted to keep the judgment alive to use as leverage, instead of conceding it was against the wrong person. The **threat of arrest** for an invalid debt exemplifies an improper use of judicial process that harkens back to debtors' prisons – something our system forbids absent willful violation of a clear order. Using that threat to scare Plaintiff was an abuse.

d. Process in the Present Action (if considered): Although the primary focus of this Count is on the original case, Plaintiff also alleges that Defendant (through counsel) abused process in the context of defending this action. The repeated setting of hearings not for the genuine purpose of resolving motions, but to disadvantage Plaintiff (as evidenced by counsel insisting on hearings that were not needed and at times Plaintiff couldn't attend), can be viewed as an abuse of the court's scheduling and hearing processes. However, this aspect may be more pertinent to Plaintiff's damages and the pattern of conduct than the core of the tort, since abuse of process usually concerns the original issuance of process. Nonetheless, it reinforces Defendant's overall willingness to misuse procedural tools for improper ends.

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52. **Ulterior Motive:** The second element – ulterior motive – is amply demonstrated. Defendant’s **primary purpose** in employing the processes described was not to adjudicate a legitimate claim against the proper responsible party (the LLC), but rather to exert pressure on Plaintiff and/or his family to pay money that Defendant was not legally entitled to collect from them. In other words, Defendant’s purpose was *extortionate*. If Defendant’s motive were simply to resolve a dispute, he would have pursued the correct entity once the mistake was known. Instead, he doubled down against Plaintiff, indicating that his aim was to leverage the judicial process as a blunt instrument to extract something (money, vengeance, etc.) from someone other than the true obligor. The sequence where Defendant said in effect, “*I got the judgment against the father, but I really want the son to pay or be punished too,*” shows an ulterior motive divorced from the normal goal of litigation. Additionally, Defendant’s refusal to release the judgment or accept a fair resolution once the facts were clear implies he was driven by malice or a desire to save face or avoid accountability, rather than by any valid claim. Florida courts often say that ulterior motive can be inferred from a misuse of process that would not logically occur in the absence of such a motive – here, there is no sensible explanation for Defendant’s actions except an improper one. In

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sum, Defendant was pursuing a collateral objective: coercing payment from an uninvolved person, and/or punishing Plaintiff out of spite for resisting. This satisfies the ulterior motive element.

53. Damage to Plaintiff: The abuse of process caused harm to Plaintiff, much of which overlaps with the damages described in Count I. The unique aspect of abuse of process damages is that they can include damages for the harm caused by the improper use itself, even if the original proceeding was not terminated. For instance, even during the pendency of the case, the misuses (like the contempt threat) inflicted emotional distress and compelled Plaintiff to incur expenses to protect himself. Plaintiff suffered anxiety and fear specifically due to the misuse of the contempt process (distinct from the anxiety of being wrongly sued – here it was the fear of arrest and legal coercion). He also spent time and money addressing these procedural attacks (filing motions to quash or for protective order, etc.). Additionally, Plaintiff's personal relationships and mental well-being were strained by seeing his son threatened under a judgment and feeling powerless to stop what felt like an arbitrary juggernaut. All of these harms flowed from Defendant's abuse of the legal process.

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54. It is noteworthy that abuse of process does not require that the entire lawsuit be without basis; it can occur even in a procedurally valid lawsuit if a particular process is perverted. Here, however, we have both: an overall baseless suit and specific procedural abuses. But even if Defendant mistakenly thought he had a claim initially, his subsequent actions (like the post-judgment coercion) are independent abuses. Florida law also does not require the proceeding to have terminated in plaintiff's favor for abuse of process, so even if one argued the small claims case technically ended with a judgment (not favorable until vacated), Plaintiff still has a viable abuse of process claim for Defendant's conduct during that case.

55. **Relation to Malicious Prosecution:** Malicious prosecution and abuse of process are related but distinct. Plaintiff pleads both in the alternative. To the extent the Court finds that Defendant's wrongdoing fits more neatly into one tort than the other, Plaintiff reserves the right to elect or the jury to distinguish. However, both may be applicable: malicious prosecution covers the wrongful initiation and continuation of the suit as a whole, while abuse of process covers the improper use of specific aspects of the litigation (especially the contempt/enforcement stage) for ulterior purposes. Florida courts have

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recognized that a plaintiff may allege both when supported by facts. *Blue v. Weinstein, 381 So.2d 308, 311 (Fla. 3d DCA 1980).*

56. Based on the foregoing, Defendant Andrade is liable for abuse of process. He willfully misused judicial process (the lawsuit, judgment, and contempt mechanisms) in a manner not contemplated by the purpose of those processes, and in doing so he sought to accomplish a goal (extorting payment from an unrelated party) that is not the legitimate aim of the litigation. The plaintiff suffered damages thereby.

WHEREFORE, Plaintiff prays for relief on Count II as follows:

- a. **Compensatory Damages** to compensate Plaintiff for all losses proximately caused by Defendant's abuse of process, including the emotional distress, psychological trauma, and dignitary harm from being subjected to improper contempt threats and legal coercion; any special damages such as costs incurred to resist the abusive process (e.g., fees for filings to quash or stay enforcement); and reputational harm or other personal injuries stemming from the misuse.
- b. **Punitive Damages** as permitted by law, given that Defendant's conduct was willful, in bad faith, and done with wanton disregard of Plaintiff's rights. The abuse

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of the courts for ulterior motives is conduct that punitive damages are designed to address, to deter litigants from perverting the judicial system.

c. **Declaratory/Injunctive Relief:** If not granted under Count I, a declaration that the processes abused by Defendant (such as the contempt order sought) were wrongfully obtained and void, and an injunction barring Defendant from attempting to enforce the Wrongful Judgment or any process stemming from it, as an equitable remedy to prevent ongoing abuse.

d. **Costs and Interest** as allowable.

e. Any further relief deemed just and proper.

COUNT III – Violation of Constitutional Due Process and Access to Courts

57. Plaintiff re-alleges Paragraphs 1 through 38 above.

58. By this count, Plaintiff seeks redress for the violation of his rights under the **Florida Constitution (Article I, Sections 9 and 21)** and the **Fourteenth Amendment of the U.S. Constitution** (Due Process Clause), as those rights were infringed through the actions of Defendant acting in concert with, or by exploitation of, state judicial officers. This count is somewhat atypical in that it involves a private defendant; however, Plaintiff asserts that Defendant's conduct so entwined with the state court's processes as to constitute action

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under color of law that deprived Plaintiff of rights secured by the Constitution. In the alternative, Plaintiff asserts this count as a state constitutional tort claim against Defendant for causing the deprivation of Plaintiff's state constitutional rights. Plaintiff acknowledges that typically constitutional claims are brought against government actors; here, the wrongdoing was a product of Defendant's misuse of government power (the courts), which the Court should recognize with an appropriate remedy, even if only declaratory relief or as a basis for per se negligence or negligence per se (to the extent a duty was owed under the Constitution).

59. Due Process Rights at Stake: Article I, Section 9 of the Florida Constitution guarantees that *"No person shall be deprived of life, liberty or property without due process of law."* Article I, Section 21 guarantees that *"The courts shall be open to every person for redress of any injury, and justice shall be administered without... denial or delay,"* which is the Access to Courts clause, closely related to due process in ensuring fairness. The Fourteenth Amendment similarly prohibits any state actor from depriving any person of life, liberty, or property without due process of law. The rights encapsulated by these provisions include: the right to be given notice of proceedings that may affect one's rights, the right to a meaningful opportunity to be heard and

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defend oneself in an orderly proceeding, the right to a neutral tribunal, and the right not to be subjected to judgments or orders except through the proper operation of law. The plaintiff was deprived of these rights through the course of events described.

60. Deprivation of Notice and Opportunity in Underlying Case: As detailed, the Wrongful Judgment of Feb. 14, 2024, was obtained in violation of Plaintiff's due process rights. Plaintiff was not properly served in a manner reasonably calculated to apprise him of the true nature of the proceedings (the summons named him, but the content indicated it was about the LLC – a confusion which denied him clear notice). More egregiously, the trial took place effectively without Plaintiff – his son was there instead – meaning Plaintiff did not have a true opportunity to defend. A judgment rendered under such circumstances is constitutionally infirm. Florida courts have long held that a judgment entered without proper notice or opportunity to be heard is void *ab initio*. See, e.g., *Tannenbaum v. Shea*, 133 So.3d 1056, 1061 (Fla. 4th DCA 2014) (judgment void if obtained in violation of due process notice and opportunity to be heard); *Watson v. Watson*, 583 So.2d 410, 411 (Fla. 4th DCA 1991) (“It is well settled that a judgment entered without notice to a party is void.”). Here, not only was notice defective, but the entire conduct

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of the trial was a mockery of due process. The court adjudicated the liability of a person (Sales Jr.) who wasn't even a party, then pinned the result on Plaintiff who had no chance to present his case or challenge evidence. This is a paradigm case of being deprived of property (the judgment) without due process.

61. Denial of Fair Hearing in Current Case: In the subsequent Circuit Court action (this malicious prosecution case), Plaintiff again was effectively denied due process and access to courts. The Court, by refusing to accommodate Plaintiff's reasonable requests and by proceeding to dismiss on procedural grounds without hearing Plaintiff's side, denied him the full and fair hearing that due process requires. Specifically, holding the May 14, 2025, hearing without Plaintiff and treating his absence as grounds to dismiss (despite his prior objections and filings) amounted to a deprivation of Plaintiff's *property interest* in his claims without due process. The cause of action is a property interest protected by the right of access to courts—Florida's Constitution enshrines that right. By dismissing Plaintiff's case in a manner that appears to have been heavily influenced by his pro se status and inability to appear, the system effectively closed the court to him. This contravenes Art. I, §21. The Florida Supreme Court has noted that courts must be cautious not to let

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procedural technicalities or aggressive tactics deny a party their day in court. Yet in Plaintiff's case, that is precisely what happened: justice was administered with *denial and delay*, not "without" them.

62. Defendant's Role Under Color of Law: While judges and court staff themselves have immunity for judicial acts, Defendant Andrade is a private party who manipulated the judicial process to cause the due process violations. Under federal law (42 U.S.C. § 1983), a private person can be liable as a state actor if he conspires with or participates in joint activity with state officials to deprive someone of rights. The plaintiff alleges that Defendant, through his counsel, willfully exploited the court's authority and worked in concert with at least one judicial officer's acquiescence to bring about the improper hearing and dismissal. By noticing a hearing and effectively having the court rubber-stamp his request to proceed despite Plaintiff's objection, Defendant was a *willful participant in joint activity* with the judge who conducted the one-sided hearing. This satisfies the "color of state law" requirement, should it be applied. Stated differently, Defendant invoked the powers of the state (via the court's contempt power, via the scheduling of court hearings and issuance of judgment) to achieve private ends, thereby acting under color of law.

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63. Violation and Causation: Defendant's actions were the moving force behind the violation of Plaintiff's rights. But for Defendant's wrongful suit and his insistence on pressing forward in irregular ways, Plaintiff's due process rights would not have been infringed. It was Defendant who set in motion the chain of events that led to a void judgment and an unfair dismissal. Thus, Defendant *caused* the constitutional deprivations, even if the judges technically issued the orders. Proximately, it was Defendant's misuse of the system that yielded these unconstitutional outcomes.

64. Injury: The injury from these constitutional violations is not merely the monetary damages (which are covered in other counts), but also intangible harm: the frustration of Plaintiff's right to a fair legal process, the distress of being treated unjustly by the institutions meant to protect rights, and the potential precedent it sets (chilling Plaintiff's faith in the justice system). Under 42 U.S.C. §1983 (if applied), Plaintiff could recover nominal damages for the violation of his rights even if no other damages were proven, and also attorney's fees under 42 U.S.C. §1988 (though here Plaintiff is pro se). As a state law claim, Plaintiff seeks recognition that his state constitutional rights were violated and that he is entitled to a remedy to vindicate those rights.

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65. In sum, through Defendant's intentional misuse of state judicial procedures, Plaintiff was deprived of his right to due process and access to courts, in violation of the Florida Constitution and the U.S. Constitution. This Court should acknowledge that harm and provide a remedy, as leaving such a violation unremedied would itself undermine the constitutional guarantees.

WHEREFORE, Plaintiff requests the Court to grant the following relief on Count III:

a. **Declaratory Judgment:** A declaration that Plaintiff's rights to due process and access to courts were violated by the manner in which Defendant pursued the underlying litigation and the present litigation, and that Defendant's actions under color of law caused those violations. Such a declaratory judgment would serve to officially acknowledge the wrongfulness of what occurred and perhaps guide future conduct of litigants and courts.

b. **Injunctive Relief:** Appropriate injunctive relief to restore Plaintiff's rights and prevent future violations. For example, an injunction requiring Defendant to cease any attempts at enforcing the void judgment, or an injunction directing that if Plaintiff's case is reinstated (on appeal or otherwise) it be handled with scrupulous fairness, though the latter might be beyond the scope of relief against this Defendant.

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At minimum, enjoin Defendant from further harassing Plaintiff through legal process without court permission.

c. Nominal and Compensatory Damages: Nominal damages (e.g., \$1) to mark the infringement of Plaintiff's constitutional rights. Additionally, to the extent the Court finds it proper, compensatory damages for any quantifiable losses directly attributable to the denial of due process (this may overlap with prior damages, such as the cost of filings Plaintiff made specifically because due process was denied, etc., or emotional distress specifically from the sense of injustice).

d. Attorney's Fees and Costs: If this count is construed under federal civil rights law (42 U.S.C. §1983), Plaintiff requests an award of reasonable attorney's fees and costs under 42 U.S.C. §1988 (noting Plaintiff is pro se, but if he later retains counsel for this aspect, or the Court can award pro se costs).

e. Any other relief deemed just and proper to vindicate Plaintiff's fundamental rights.

COUNT IV – Intentional Infliction of Emotional Distress (Outrage)

66. Plaintiff re-alleges Paragraphs 1 through 38 above as if fully set out herein.

67. This Count asserts that Defendant's conduct, in its totality and especially in relation to how it was directed at Plaintiff personally, was so extreme and

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outrageous that it constitutes the tort of **Intentional Infliction of Emotional Distress (IIED)** under Florida law (also known as the tort of “outrage”).

68. Extreme and Outrageous Conduct: Florida adopts the standard of the Restatement (Second) of Torts § 46 for IIED, which requires that the conduct be “*so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious and utterly intolerable in a civilized community.*”; *Metropolitan Life Ins. Co. v. McCarson*, 467 So.2d 277, 278–79 (Fla. 1985). Whether conduct meets this threshold is a question for the court in the first instance, but here we submit that Defendant’s actions indeed meet and exceed it. To summarize the pertinent conduct:

- **Suing an innocent person for someone else’s debt** – effectively trying to make a blameless bystander pay \$10,000.00 (ten thousands of dollars) that he does not owe – is profoundly wrongful. Civil society functions on the premise that individuals won’t be punished or made to pay for others’ obligations without legal basis. Defendant’s deliberate targeting of Plaintiff is beyond mere lawsuit abuse; it’s a moral outrage, akin to a fraudulent frame-up.

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- **Manipulating the court to threaten a man with jail for not paying a stranger's debt.** Few things could be more horrifying to a law-abiding person than being told “Pay this money (that you don’t owe), or you will go to jail.” This was not a trivial or abstract threat; it was very real to Plaintiff. The outrageousness lies in the calculated way Defendant used the justice system as an instrument of terror against Plaintiff. This is not hyperbole – being threatened with arrest when one has done nothing wrong is legitimately terrifying and outrageous.
- **Dragging Plaintiff's family into it** (the son) and effectively holding the son hostage to the father's judgment (or vice versa). The image of a father watching his son be told he might be on the hook for something due to the father's name on a judgment – that is exceptionally cruel and outside the bounds of decency. Defendant's conduct sowed discord and anguish within the family, as Plaintiff felt guilty and panicked that his son was being implicated.
- **Persistent harassment and bad faith:** Even after being shown the error, Defendant not only refused to relent, but intensified the pressure – showing a complete indifference to the trauma he was inflicting. He *intended* to inflict

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distress; indeed, it was likely part of his strategy to force payment. This was not a one-off remark or a slight; it was a prolonged campaign of legal bullying. In combination, these acts constitute conduct that any community member with a conscience would call outrageous and intolerable. Florida's IIED cases have allowed claims for far less egregious conduct (like persistent verbal abuse, etc.). Here we have misuse of legal power in a way that could ruin someone's life. The Court should have no trouble finding the threshold met: This behavior goes **"beyond all possible bounds of decency"**.

69.Intent or Reckless Disregard: Defendant acted intentionally, or at least with reckless disregard, as to the likelihood of causing Plaintiff severe emotional distress. The very purpose of Defendant's tactics was to put unbearable pressure on Plaintiff – essentially, "I will make your life miserable (through court orders and threats) until you give me what I want." It's analogous to intentional infliction by blackmail or extortion: the perpetrator knows that by threatening extreme consequences, the victim will suffer emotional turmoil. Here, Defendant either desired to inflict emotional pain (as revenge or leverage) or knew that such pain was substantially certain to result from telling an innocent person they might be jailed or financially ruined. Additionally, once Plaintiff clearly expressed his distress (e.g., in motions imploring the

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madness to stop), Defendant forged ahead, evidencing at least a reckless indifference to the emotional havoc he was wreaking. Thus, the mental state requirement is satisfied.

70. Causation of Severe Emotional Distress: Plaintiff suffered severe emotional distress as a direct result of Defendant’s outrageous conduct. “Severe” distress in this context means distress of such intensity that no reasonable person should be expected to endure it. Plaintiff’s symptoms and manifestations of distress included: profound anxiety (he experienced sleepless nights, heart palpitations, and constant fear that law enforcement would come for him due to the contempt threat); depression and despair (the sense of hopelessness that the system was rigged against him, leading to withdrawal from normal activities and strain on his relationships); and humiliation (feeling like a powerless victim, losing dignity in the eyes of his family and peers, and being labeled a “judgment debtor” unjustly). Plaintiff legitimately feared incarceration – a fear that for most people is traumatizing at the core level. The distress was not fleeting or minor; it was deep, lasting, and has required time (and possibly professional counseling in the future) to cope with. Plaintiff’s emotional turmoil manifested physically at times (e.g., headaches, difficulty concentrating, weight loss due to loss of appetite from stress). All

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of this is detailed to show that the distress was of a **degree sufficient to be actionable**. It was the exact kind of extreme emotional anguish one would expect when confronted with Kafkaesque legal persecution.

71. Florida case law examples of IIED often involve abuse of power or trust causing severe emotional harm. For instance, in *Dependable Life Ins. Co. v. Harris*, 510 So.2d 985 (Fla. 5th DCA 1987), an insurer's egregious handling of a claim causing emotional harm was actionable. In *Aguilera v. InServices, Inc.*, 905 So.2d 84 (Fla. 2005), the Supreme Court allowed an IIED claim where a workers' comp carrier's outrageous delay and denial of benefits caused suffering – it recognized that beyond mere bad faith, if conduct is outrageous, a separate IIED cause stands. Here, Defendant's conduct is analogous or worse: he abused a process (the courts) with knowledge it would cause intense distress to Plaintiff.

72. **No Privilege or Immunity for Outrageous Conduct:** To the extent Defendant might argue that his conduct was “legal process” and thus privileged, that fails because the litigation privilege does not protect conduct that itself is alleged as the tort (and again, malicious prosecution/abuse of process are recognized exceptions to the absolute privilege – one cannot hide behind the privilege to escape an IIED claim if the conduct otherwise meets

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the standard and is not just defamation or the like). Additionally, any privilege is lost when abused. There is no social utility in allowing someone to intentionally inflict emotional trauma through phony lawsuits; quite the opposite, public policy favors deterring such conduct.

73. Therefore, Defendant is liable for intentional infliction of emotional distress.

His conduct was atrocious and utterly intolerable, done with intent to cause distress or in reckless disregard of the near certainty of causing distress, and it did in fact cause Plaintiff to suffer severe emotional distress.

WHEREFORE, Plaintiff requests judgment against Defendant on Count IV, and prays for:

a. **Compensatory damages** for the emotional pain and suffering, mental anguish, and loss of capacity for the enjoyment of life that Plaintiff has endured and will continue to endure in the future as a result of Defendant's conduct. While difficult to quantify, Plaintiff seeks a reasonable sum to compensate for this severe emotional harm, to be determined by the enlightened conscience of the jury at trial (for pleading purposes, Plaintiff states this value exceeds \$100,000, given the gravity, but the exact amount is left to proof).

b. **Punitive damages** in an amount sufficient to punish Defendant for his outrageous behavior and to deter him and others from engaging in similar conduct. Given the

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intentionality and wantonness of the acts, a substantial punitive award is warranted if proven.

c. **Costs and such further relief** as the Court deems just, including interest on the compensatory damages from the date of injury (as allowed by law).

Demand for Jury Trial

Plaintiff respectfully demands a trial by jury on all issues so triable as a matter of right, pursuant to Fla. R. Civ. P. 1.430.

General Prayer for Relief

WHEREFORE, Plaintiff Marcio Sousa Sales prays that after due proceedings, this Court enter Judgment in his favor and against Defendant Antonio de Andrade on all counts, awarding Plaintiff full relief as requested herein, including compensatory damages, punitive damages, declaratory and injunctive relief as appropriate, pre- and post-judgment interest, costs of this action, and any further relief in law or equity that is deemed necessary to restore Plaintiff and uphold the interests of justice.

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Plaintiff also asks that the Court explicitly acknowledge, in its judgment or findings, the wrongful nature of Defendant's actions and the vindication of Plaintiff's rights, so that this judgment will stand as a clear record clearing Plaintiff's name of the false claims and condemning the abuse of process he suffered.

Affirmative Statement Against Frivolity and Misuse of § 57.105, Fla. Stat.

Plaintiff affirmatively states that this Complaint is filed in good faith and is based upon verified factual allegations, documentary evidence, sworn affidavits, and prior court filings. Plaintiff further avers that this Complaint is supported by Florida law, constitutional guarantees, and applicable procedural rules.

Any assertion that this action is frivolous, baseless, or violative of § 57.105, Fla. Stat., would itself constitute an abuse of legal process and a willful misuse of judicial machinery for retaliatory or obstructive purposes. The Florida courts have recognized that § 57.105 "is not a sword for the suppression of legitimate claims" but rather a narrow sanction "reserved for truly frivolous cases." *See Visoly v. Security Pacific Credit Corp.*, 768 So. 2d 482, 491 (Fla. 3d DCA 2000); see also *Weatherby Associates, Inc. v. Ballack*, 783 So. 2d 1138, 1141 (Fla. 4th DCA 2001)

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(holding that sanctions under § 57.105 must be used “sparingly” and require a showing of complete lack of factual or legal merit).

This case presents serious, factually supported allegations of malicious prosecution, constitutional violations, and procedural abuse, including conduct that continues to harm the Plaintiff and undermine public confidence in the legal system. Therefore, any attempt to invoke § 57.105 as a shield for prior misconduct would be a perversion of that statute and a further violation of Plaintiff’s due process rights.

Respectfully Submitted,

Marcio Sousa Sales
22187 Aquila Street
Boca Raton, FL 33528
(561) 909-8184

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Plaintiff’s Civil Complaint was served on Antonio de Andrade, at his e-mail tjlmable@yahoo.com as well by summons issued by the court in this June 9, 2025. "At the time of filing, no attorney of record has entered an appearance on behalf of Defendant Antonio de Andrade in this action. Service shall be effected directly upon the named Defendant pursuant to Fla. R. Civ. P. 1.070."

Marcio Sousa Sales
22187 Aquila Street
Boca Raton, FL 33528

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Verification
VERIFICATION PURSUANT TO FLORIDA LAW

I, Marcio Sousa Sales, am the Plaintiff in the above-captioned action. I have read the foregoing Verified Complaint and know the contents thereof. The allegations contained therein are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed on this ____ day of _____, 2025.

Marcio Sousa Sales
Plaintiff, pro se

EXHIBIT 1

MARCIO SOUSA SALES AFFIDAVIT

**IN THE CIRCUIT OF THE 15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA**

Case No.: [Insert Case Number]

AFFIDAVIT OF MARCIO SOUSA SALES

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared Marcio Sousa Sales
("Affiant"), who, after being duly sworn, states as follows:

Personal Background

My name is Marcio Sousa Sales. I am over the age of 18, a resident of Palm Beach
County, Florida, and competent to make this affidavit. I have no ownership,
management, or operational role in STR Sunrise Truck Repair LLC or any fictitious
entity related to it.

Background of Misidentification and Wrongful Lawsuit

On December 12, 2022, Defendant Antonio De Andrade brought a 2003 Sprinter 2500 SH with VIN number WD2YD641635426875 to the Union Motorsports auto shop located at 3341 N. Dixie Hwy, Pompano Beach, Florida. This business operates under STR Sunrise Truck Repair LLC, a company solely owned and managed by my son, Marcio Luis Sales Jr.

Defendant filed a negligence lawsuit against me personally, despite my lack of involvement with or ownership of STR Sunrise Truck Repair LLC, without naming the correct party or serving the registered agent, in violation of Florida law.

Defendant's Misrepresentations and Malicious Intent

Defendant made false claims in court, alleging I am responsible for business activities related to STR Sunrise Truck Repair LLC.

Defendant falsely introduced his daughter as a translator, misleading the Court to believe he had limited English proficiency during a hearing conducted on November 5, 2024. However, during the proceedings, Defendant addressed the Court in English, indicating his misrepresentations were aimed at manipulating the legal process.

Defendant disregarded evidence and professional advice that his vehicle required a transmission replacement, ignoring warnings from my son's auto shop that proceeding without addressing the transmission would lead to additional damage.

Violation of My Rights and Due Process

Defendant's actions resulted in a judgment against me, depriving me of the opportunity to defend myself adequately and denying my rights to due process. I was not given notice or an opportunity to dispute the claims in a court of law. This constitutes a severe violation of my legal rights, as I had no involvement with Defendant's vehicle or the decisions made by STR Sunrise Truck Repair LLC.

Damages and Harm Caused by Defendant's Actions

Defendant's malicious prosecution has caused me substantial emotional distress, reputational harm, and financial loss. I have spent considerable time and financial resources in my efforts to clear my name.

This lawsuit has caused irreparable damage to my personal reputation, as I have been wrongfully portrayed as negligent and liable for business activities I had no part in. Defendant's conduct has placed undue stress on me and my family, causing significant personal and financial strain.

Exculpatory Evidence Overlooked by Defendant

Exculpatory evidence, including diagnostic assessments and professional reports, were presented to Defendant, indicating that the vehicle's issues were related to the transmission, not the engine. Despite this, Defendant insisted on pursuing unwarranted claims against me, rather than addressing the correct party.

Request for Judicial Relief

I respectfully request that the Court review and reverse the judgment against me due to the procedural errors, misidentification, and violations of my constitutional rights.

I further seek compensation for the damages caused by Defendant's actions, including emotional distress, financial losses, and harm to my reputation.

I also ask the Court to award punitive damages to set an example for others who may attempt to misuse the judicial system for personal enrichment at the expense of innocent parties.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this ____ day of _____, 2024.

Marcio Sousa Sales

Affiant

Sworn to and subscribed before me this ____ day of _____, 2024, by Marcio
Sousa Sales, who is personally known to me or has produced identification.

Notary Public

My Commission Expires: _____

EXHIBIT 2

MARCIO LUIS SALES JR. AFFIDAVIT

**IN THE DISTRICT COURT OF APPEAL OF THE STATE OF
FLORIDA FOURTH DISTRICT**

Case No.: 4D2024-3229

AFFIDAVIT OF MARCIO LUIZ SALES JR.

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Marcio Luiz Sales Jr.
("Affiant"), who, after being duly sworn, states as follows:

Personal Background

My name is Marcio Luiz Sales Jr. I am over the age of 18, a resident of Palm Beach County, Florida, and fully competent to make this affidavit. I am the sole owner and registered agent of STR Sunrise Truck Repair LLC, which operates under the fictitious name Union Motorsports.

Company Ownership and Operations

My father, Marcio Sousa Sales, has no ownership interest, management role, or operational involvement in STR Sunrise Truck Repair LLC or in any activities related to Union Motorsports. He has no connection with the company or its business dealings.

Intent of Plaintiff, Antonio De Andrade

Prior to the filing of this lawsuit, in conversations with Plaintiff Antonio De Andrade, he expressed his intent to sue me and my company, STR Sunrise Truck Repair LLC, regarding issues with his vehicle. Based on these discussions, I attended the trial, believing that the lawsuit would involve my company and myself.

Lack of Representation and Limited Understanding During Trial

At trial, I was present under the belief that my business would be the defendant. I did not have an attorney and did not receive any assistance that would have enabled me to present a defense or submit relevant documents.

Due to my limited understanding of the proceedings, I did not realize at the time that Plaintiff Antonio De Andrade had actually filed the lawsuit against my father, Marcio Sousa Sales, and not against me or my company.

Post-Trial Understanding of the Lawsuit

After the trial concluded, I came to understand that the lawsuit was filed against my father, not against me or my company, even though Plaintiff had originally stated his intent to hold me and my business accountable.

Confusion Over Financial Disclosure Requirement

When the judge recently ordered a financial disclosure, I initially believed that my father would be required to comply since he was the named defendant in the lawsuit. It was unclear to me that I should have responded, as Plaintiff had filed the case in my father's name, not mine.

Clarification of Negligence Allegations

If a new trial were to occur, I would present evidence showing that Antonio De Andrade was fully informed of the vehicle's condition, specifically that the transmission was the primary issue, not the motor.

Despite being advised multiple times that the transmission needed repair and that replacing the motor would not solve the problem, Antonio De Andrade insisted on proceeding with a motor replacement only. Any alleged negligence or resulting issues with the vehicle were due to Plaintiff's disregard of professional advice.

Final Statement

I, Marcio Luiz Sales Jr., attest that my father, Marcio Sousa Sales, has no relation to the business activities of STR Sunrise Truck Repair LLC. He should not have been named in this lawsuit, which should have been directed at me as the owner and responsible party.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 06 day of January 2025.

Marcio Luiz Sales Jr.
22187 Aquila Street
Boca Raton, FL 33528
Palm Beach County, Florida

Sworn to and subscribed before me this 06 day of January 2025, by Marcio Luiz Sales Jr., who is personally known to me or has produced identification.

Notary Public: 

My Commission Expires:

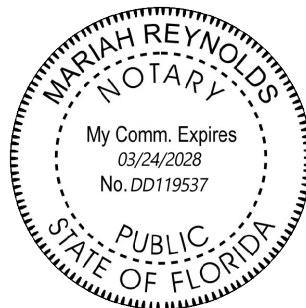


EXHIBIT 4

NOTICE OF INTENT



160 W Camino Real, Ste 102
Boca Raton, Florida 33432

Date: August 31, 2024

Via USPS Certified mail & E-mail

Defendant: Antonio De Andrade
Address: 545 S Lake Drive, Lantana, Florida 33462
Email: tjlmable@yahoo.com

RE: **Notice of Intent to File Lawsuit for Damages Caused by Wrongful Lawsuit and Negligence**

To: Antonio De Andrade,

Please be advised that this Notice of Intent is being served upon you in accordance with applicable Florida law. This letter serves as formal notification that Marcio Sousa Sales, the undersigned Plaintiff, intends to file a lawsuit against you for damages stemming from your negligent actions in filing a lawsuit against the wrong party, causing undue financial harm, emotional distress, and significant disruption to the Plaintiff's life and livelihood.

1. Background and Basis for Claim

On or about August 8, 2023, you, Antonio De Andrade, negligently initiated a legal action naming Marcio Sousa Sales as the defendant instead of the correct individual, Marcio Luiz Sales Jr., the actual owner of the mechanic shop in question. Your failure to verify the correct party and to serve the proper notice as required under Florida law has caused significant damages to Marcio Sousa Sales.



160 W Camino Real, Ste 102
Boca Raton, Florida 33432

2. Negligence and Violation of Legal Standards

Your actions are in clear violation of basic legal principles, including but not limited to:

Florida Rules of Civil Procedure, which require proper service of notice and verification of the correct defendant before initiating legal action.

Fla. Stat. § 768.72, which establishes the standard for recovery of damages based on negligence and wrongful action.

Fla. Stat. § 57.105, which allows recovery of attorney's fees for frivolous and baseless lawsuits that cause financial harm to the wrongfully named party.

By failing to identify the correct defendant and to serve a valid notice of intent, you acted recklessly and without due care. Your legal action constitutes negligence and a breach of your duty to ensure accuracy in legal proceedings.

3. Damages

As a direct result of your wrongful lawsuit, Marcio Sousa Sales has suffered the following damages:

Lost Income: As a moving truck driver, Plaintiff had to pass on several job opportunities to address this baseless lawsuit. This lost income will be claimed in full.

Legal Fees: Plaintiff incurred legal fees for consultation, assistance, and court filings to respond to the improper legal action.

Expenses: Plaintiff had to bear costs for notary services, postage, gas for travel to the attorney's office, and other miscellaneous expenses directly resulting from your negligence.



160 W Camino Real, Ste 102
Boca Raton, Florida 33432

Emotional Distress: The Plaintiff has experienced significant emotional distress, including stress-related issues at home involving his son and wife, all exacerbated by the legal action.

Potential Wrongful Arrest: The presiding judge in the lawsuit improperly threatened a writ of body attachment, which could have resulted in an arrest warrant being issued for the wrong person, Marcio Sousa Sales. This threat, if carried out, would have caused further harm by resulting in a wrongful arrest based on your incorrect filing.

4. Statutory and Legal Violations

In addition to violating the aforementioned Florida statutes, your actions have also breached the following legal requirements:

Failure to Serve Notice of Intent: Your failure to serve the proper defendant and provide adequate notice, as required by law, violates procedural due process.

Wrongful Party Named: By naming the wrong individual in your lawsuit, you have violated Fla. Stat. § 48.031 concerning proper service of process, and this constitutes gross negligence.

5. Demand for Compensation

Marcio Sousa Sales hereby demands full compensation for the damages suffered due to your negligence, including but not limited to:

Compensation for all lost income

Reimbursement for all legal and court fees

Full recovery of expenses incurred for travel, notary, and administrative costs

Compensation for emotional distress and harm to the Plaintiff's family life



160 W Camino Real, Ste 102
Boca Raton, Florida 33432

Additional damages for the severe emotional distress caused by the threat of wrongful arrest.

6. Deadline for Response

You are hereby given fourteen (14) days from the date of this letter to resolve this matter and provide full compensation for the damages outlined above. Should you fail to do so, Marcio Sousa Sales will proceed with filing a formal lawsuit seeking compensation under Florida law, including the recovery of attorney's fees pursuant to Fla. Stat. § 57.105 and punitive damages where applicable.

Please govern yourself accordingly. A failure to respond to this notice will leave the Plaintiff no choice but to proceed with full legal action, and you will be held liable for all resulting damages and legal costs.

Sincerely,



Robert Scarcell

Legal Help 4 You LLC
160 W Camino Real, Suite 102
Boca Raton, FL 33432
Phone: (561) 770-8909
ON BEHALF OF Plaintiff Marcio Sousa Sales

EXHIBIT 5

DEFENDANT SUMMOS SHEET

Summons Information Sheet

CASE #235C11007

Pursuant to rule 7.060, Florida Small Claims Rules, each Defendant in a small claims action must be served with a summons entitled "Notice to Appear," which provides the time of and location of the hearing. After the fee is paid, the Clerk of Court will issue a summons for each Defendant and the Plaintiff is responsible for service. Below please provide the name, address, telephone number and e-mail address of each Defendant in this case. If there are more than two Defendants, please complete an additional form:

Defendant Number 1:

Name: Marcio Sales Sousa

Registered Agent: _____

Address: 22187 Aquila St.

City, State, Zip: Boca Raton FL, 33428

Telephone Number: 561-909-8184

Designated E-mail Address(es): _____

Defendant Number 2 (If applicable):

Name: _____

Registered Agent: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Designated E-mail Address(es): _____

FILED

AUG 08 2023

JOSEPH ABRUZZO, CLERK
PALM BEACH COUNTY, FL

EXHIBIT 6

DEFENDANT CIVIL COVER SHEET

FORM 1.997.

CIVIL COVER SHEET

FILED

AUG 08 2023

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

JOSEPH ABRUZZO, CLERK
PALM BEACH COUNTY, FL

I. CASE STYLE

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

Case # 23 SC11007Judge Conew, ReginaldPlaintiff Antonio De Andrade545 S Lake Dr. Lantana FL 33462

vs.

Defendant

Marcio Sales Sousa22187 Aguila St.Boca Raton FL 33428

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☒ \$8,000 or less
☐ \$8,001 - \$30,000
☐ \$30,001 - \$50,000
☐ \$50,001 - \$75,000
☐ \$75,001 - \$100,000
☐ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
☐ Contracts and indebtedness
☐ Eminent domain
☐ Auto negligence

33462

- ☐ Negligence—other
☐ Business governance
☐ Business torts
☐ Environmental/Toxic tort
☐ Third party indemnification
☐ Construction defect
☐ Mass tort
☐ Negligent security
☐ Nursing home negligence
☐ Premises liability—commercial
☐ Premises liability—residential
☐ Products liability
☐ Real property/Mortgage foreclosure
☐ Commercial foreclosure
☐ Homestead residential foreclosure
☐ Non-homestead residential foreclosure
☐ Other real property actions
☐ Professional malpractice
☒ Malpractice—business
☐ Malpractice—medical
☐ Malpractice—other professional
☐ Other
☐ Antitrust/Trade regulation
☐ Business transactions
☐ Constitutional challenge—statute or ordinance
☐ Constitutional challenge—proposed amendment
☐ Corporate trusts
☐ Discrimination—employment or other
☐ Insurance claims
☐ Intellectual property
☐ Libel/Slander
☐ Shareholder derivative action
☐ Securities litigation
☐ Trade secrets
☐ Trust litigation

COUNTY CIVIL

- ☐ Civil
☐ Real Property/Mortgage foreclosure
☐ Replevins
☐ Evictions
☐ Residential Evictions
☐ Non-residential Evictions
☐ Other civil (non-monetary)

IV. REMEDIES SOUGHT (check all that apply):

☒ Monetary.
☐ Nonmonetary declaratory or injunctive relief;
☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify) _____

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

_____ yes
☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

☒ no
_____ yes If "yes," list all related cases by name, case number, and court. _____

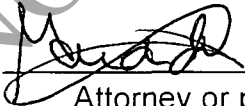
VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

_____ yes
☒ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

_____ yes
☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of General Practice and Judicial Administration 2.425.

Signature  Fla. Bar # _____
Attorney or party (Bar # if attorney)

Antonio De Andrade 8/7/23
(type or print name) Date

EXHIBIT 7

**DEFENDANT CIVIL COMPLAINT AGAINST THE
WRONG PARTIES.**

IN THE SMALL CLAIMS DIVISION OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 23 Sc 11007

Antonio De Andrade
Plaintiff(s)

vs. Defendant 1:

Marcio Sales Sousa

Defendant(s)

Address: 22187 Aquila St.
Boca Raton FL, 33428

Defendant 2:

Address:

FILED

AUG 08 2023

JOSEPH ABRUZZO, CLERK
PALM BEACH COUNTY, FL

STATEMENT OF CLAIM

Plaintiff(s) sue(s) the Defendant(s) for damages which do not exceed \$8,000.00 exclusive of costs and interest for (check one category below):

☐ **Auto Accident** occurring on or about _____ in the vicinity of _____, in _____ County, Florida caused by the negligent operation of a vehicle operated by _____ and owned by _____ resulting in damages, described below.

☐ **Goods sold** by Plaintiff; goods and prices and credits listed below.

☐ **Work done** and materials furnished; time and materials, showing charges and credits, listed below.

☐ **Money lent** to defendant on _____ with interest owed since _____.

☐ **Promissory Note** executed on _____, copy attached; defendant failed to either pay the note or an installment payment, and interest is owed since _____, plus attorney's fees.

☐ **Account Stated** for an agreed balance owed on business transactions between the parties, the defendant did not object to the statement of account presented, a copy of which is attached.

☒ **Other claim** – Please specify: Negligence of auto repair services

Explain below the details (what happened, dates, times, place, etc.) of your claim. This section must be completed. Attach additional pages if needed.

Pages attached

☒ Attached is a copy of any written document(s) that is that basis of this claim.

WHEREFORE, the Plaintiff(s) demand judgment in the principal sum of \$

Plus costs, if known, (summons, service) in the amount of \$

Plus interest in the amount of \$

TOTAL \$

8,000.00

350.00

8,350.00

Plaintiff Address:

545 S Lake Dr
Lantana FL 33462

Telephone No. 561-401-6957

Email Addresses: tjmarble@yahoo.com

Signature of Plaintiff(s)

Antonio De Andrade

Print name of Plaintiff(s)

Title (if applicable)

8/08/23

On **12/12/22** I dropped off my vehicle (white Mercedes-Benz Sprinter 2500 SHC, 2003, VIN#WD2YD641635426875) to be serviced by the defendant, Marcio Sales Sousa, at his place of business. The defendant's business name is **Union Motorsports (Fictitious Name; Registration # G22000133007)** and was located at 3341 N. Dixie Hwy. Pompano Beach Fl, 33064. The owner of the fictitious business name is **STR Sunrise Truck Repair LLC (Document #: L22000294691/Registered Agent Name: Sales, Marcio, Jr/Address: 22187 AQUILA ST BOCA RATON, FL 33428)**.

The services provided on my vehicle included a purchase of a motor, which included a 3-month warranty, with installation. Along with that, my vehicle was also serviced with an oil change and semi-met pads. I was advised that a down payment needed to be made to begin services and I made an initial payment in the amount of **\$3,210.00** on **12/12/22** to Marcio via Zelle transfer, associated with the phone number (561-289-7793). The following payments were made on **1/9/23** in the amount of **\$2,700.00** via Zelle transfer associated with the phone number (561-909-8184) and the final payment was made on the day of pick up on **1/13/23**, in the amount of **\$950.00** associated with the phone number (561-909-8184).

All of the payments were directed by Marcio to be made via Zelle to these specific phone numbers; he informed me they were associated with his existing businesses. The first payment of \$3,210 was made associated with the business **STR Sunrise Truck Repair LLC (Document #: L22000294691)**. The second and third payment was associated with the other business, **M & J Transportation Services Corp. (FEIN/EIN # 83-1403670)** with two separate transactions of **(\$2,700 & \$950)**. The total amount that I have paid the defendant is a total of **\$6,860**.

On the day of pickup, my vehicle broke down on the way to a job site. I then contacted Marcio and made him aware of the issue and I was told to bring the vehicle back to his shop. Once I dropped my vehicle back at his shop, Marcio communicated to me that he would provide further services to fix the issue and would contact me when it was ready for pickup. After a few days of not hearing from Marcio, I contacted him to get updates on my vehicle. Marcio proceeded to tell me that the vehicle was still being worked on and from that day on I reached out to him every day to try and get an update. Every time I spoke to Marcio I was told the same thing; that the vehicle would be ready the following day and that was never the case.

A few weeks went by and still, my vehicle was not ready to be picked up. I then decided to go to his mechanic shop in person. While I was at the shop I noticed that Marcio seemed to be packing up his tools/materials and his shop looked emptier than usual. Marcio proceeded to inform me that he would be handing my car over to the neighboring mechanic to further service it. He explained to me that the other mechanic

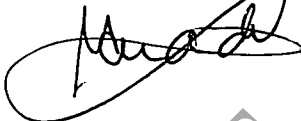
had specialization in cars similar to mine and advised me that the car would be ready for pickup the next day.

The following day on **3/13/23** I went to pick up my vehicle from the neighboring mechanic. The mechanic informed me that my vehicle was never dropped off to him and he was unaware of any agreement with Marcio regarding my vehicle. That same day Marcio's mechanic shop was closed, I then called Marcio but there was no answer and he never contacted me back. In addition to that, my vehicle was nowhere to be found in the proximity of the defendant's shop. At this point, I was very suspicious and contacted the police since I could not locate my vehicle. The officer was able to locate my vehicle at a tow lot in Broward County, and I had to get my vehicle towed back to my residence in Lantana, Palm Beach County. The total cost for the **towing company cost me \$1,069.**

Many other expenses contributed to this incident due to the defendant's negligence and lack of communication. Other than the towing expenses, additional costs such as rental car services, replacement of my vehicle key (that was not to be found and was left with the defendant), and delays of jobs for my customers. These disadvantages cost me an additional amount of approximately \$3,882.07, aside from the expenses of mechanical services. Although my losses have cost me over \$8,000, I chose to file a small claim to recover these expenses in a shorter time. As of today, my vehicle is still not operating, and still have not been able to get in contact with the defendant.

Sincerely,

Antonio DeAndrade

A handwritten signature in black ink, appearing to read 'Antonio DeAndrade', written over a large, light gray diagonal watermark that says 'NOT A CERTIFIED COPY'.

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G22000133007

Fictitious Name to be Registered: UNION MOTOR SPORTS

Mailing Address of Business: 22187 AQUILA ST
BOCA RATON, FL 33428

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Oct 25, 2022
Secretary of State

Owner(s) of Fictitious Name:

STR SUNRISE TRUCK REPAIR LLC
22187 AQUILA ST
BOCA RATON, FL 33428 US
Florida Document Number: L22000294691
FEI Number: Applied for

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

MARCIO SALES JR

10/25/2022

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L22000294691
FILED 8:00 AM
June 29, 2022
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:
STR SUNRISE TRUCK REPAIR LLC

Article II

The street address of the principal office of the Limited Liability Company is:
22187 AQUILA ST
BOCA RATON, . 33428

The mailing address of the Limited Liability Company is:
22187 AQUILA ST
BOCA RATON, FL. 33428

Article III

The name and Florida street address of the registered agent is:
MARCIO SALES JR.
22187 AQUILA ST
BOCA RATON, FL. 33428

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARCIO SALES JR.

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P18000065720

Entity Name: M & J TRANSPORTATION SERVICES, CORP.

Current Principal Place of Business:

22187 AQUILA ST
BOCA RATON, FL 33428

Current Mailing Address:

22187 AQUILA ST
BOCA RATON, FL 33428

FEI Number: 83-1403670

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SOUSA, MARCIO S
22187 AQUILA ST
BOCA RATON, FL 33428 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARCIO S SOUSA

03/14/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name SOUSA, MARCIO S
Address 22187 AQUILA ST
City-State-Zip: BOCA RATON FL 33428

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARCIO S SOUSA

OWNER

03/14/2023

Electronic Signature of Signing Officer/Director Detail

Date



Invoice #:

Date:
Invoice #:
2003 2500
sprinter
Bill To:
toninho

12/12/2022

█ N. Dixe Hwy.
Pompano Beach, FL 33064
(954)999-4698

DESCRIPTION	AMOUNT
labor	\$1,800.00
motor with 38000	\$4,200.00
paid zelle 3200	
used motor warrinty 3 months:	
with no starter	

Make all checks payable to Union Motorsports. If you have any questions concerning this invoice, contact Name, Phone Number, Email

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$6,000.00
TAX RATE	7.00%
SALES TAX	42000%
OTHER	
TOTAL	\$6,420.00

Union Motorsports

3341 N Dixie Hwy # 7
Pompano Beach, FL 33064-4459
Ph: (954) 999-4698

**DRAFT**

Technician: weasley
Date: 01/09/23 12:22 PM

toninho si (Authorizer)

FL

M: (561) 401-6957

2003 Dodge or Ram Truck RAM 2500 Van

V8-5.2L VIN Y

Mileage: In 0, Out 0

LABOR CHARGES BASED ON: FLAT RATE HOURLY RATE X BOTH APPLYESTIMATE DIAGNOSTIC FEE: /OR HOURLY AT

* U/Used R/Rebuilt RC/Reconditioned NC/No Chg/Warranty RD/Reduced

ITEM	DESCRIPTION	PART #	QTY/HRS	PRICE/RATE	TOTAL
Part	used motor installation labor		1	3000.00	3000.00
Part	labor front and back semi-met pads	mkd1006	1	95.99	95.99
Part	misc charge		1	100.00	100.00
Part	oil change		1	50.99	50.99
Part	semi met pads front and back		1	69.99	69.99
Note	Custom Note: this motor comes with a 3 month warranty (only on the motor)				
Part	motor with 38000 miles with 3 month warranty from the date 1/11/23 - 3/11/23		1	3000.00	3000.00
Part	alternator with one year warranty (1/12/23- 1/12/24)		1	250.00	250.00



BANK OF AMERICA, N.A. (THE "BANK")

Transaction History

TJL MARBLE INC

BUSINESS ADV FUNDAMENTALS

***** 5937

Last Posting Date 03/20/2023

Date/Time Printed 3/21/2023 12:37 PM EST

Since Last Statement Summary

Last Statement Date 02/28/2023

Balance Last Statement (\$)

\$1,974.48

Deposits/Credits (+)

5

\$12,500.00

Holds (-)

Withdrawals/Debits (-)

37

\$14,498.79

Pending Credits (+)

Available Balance (\$)

\$4,037.97

#Counts include posted items only-Intraday items are not included in the counts

Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Type	Amount	Available Balance
12/12/2022	Zelle Transfer Conf# a12guzcru;	Fee	-\$3,210.00	\$0.00

Marcio Junior Valtinho Mecanico

Statement Period as of 12/01/2022

-----No posted transactions in this statement period-----

Statement Period as of 11/01/2022

-----No posted transactions in this statement period-----

Statement Period as of 10/01/2022

-----No posted transactions in this statement period-----

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

* = Item(s) included in Previous Statement(s).

00-14-9036M 11-2010

NFL



BANK OF AMERICA, N.A. (THE "BANK")

Transaction History

TJLL PROPERTIES LLC

BUSINESS ADV RELATIONSHIP

**** 4923

Last Posting Date 03/20/2023

Date/Time Printed 3/21/2023 12:41 PM EST

Since Last Statement Summary

Last Statement Date 02/28/2023

Balance Last Statement (\$)

\$106,271.32

Deposits/Credits (+)

0

\$2,034.00

Holds (-)

Withdrawals/Debits (-)

11

\$23,758.41

Pending Credits (+)

Available Balance (\$)

\$104,462.28

#Counts include posted items only-Intraday items are not included in the counts

Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Type	Amount	Available Balance
01/13/2023	Zelle Transfer Conf# feonrf7q;	Fee	-\$950.00	\$0.00
01/09/2023	Zelle Transfer Conf# a8c7gkumu;	Fee	-\$2,700.00	\$0.00

No More Activity For This Account

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

* = Item(s) included in Previous Statement(s).

**** 4923


24 HOURS TOWING

BEEZY

Towing, Transportation & Recovery

1910 SW 100 ter
Miramar, FL 33025 - Bay H
2915 Randolph Clay Dr. Lot 1
Hollywood, FL 33021

954-864-4847

CLASS A TOW : 10,000 POUNDS OR LESS															
COMPANY NAME								INVOICE NO.							
PHONE NO.						MAILING ADDRESS									
TOW DATE		TOW TIME		AM PM		YARD TIME		AM PM		DRIVER INFO		TRUCK			
YEAR		MAKE		MODEL		TAG		STATE							
VIN NO.												COLOR			
ADDRESS TOWED FROM								CITY							
ADDRESS TOWED TO								CITY							
POLICE DEPT.				LOG NO.				LOG TIME				AM PM			
REASON TOWED															
PHONE NO. OF AUTHORIZING PERSON						DATE		TIME		AM PM					
<input checked="" type="checkbox"/>		AUTHORIZING PERSON'S SIGNATURE						<input type="checkbox"/> FAX		AUTHORIZING PERSON / ENTITY & ADDRESS					
RELEASE TO						DRIVER'S LICENSE NO. & STATE ISSUED IN									
ADDRESS						CITY									
STATE		ZIP CODE		VEHICLE DAMAGE NOTED											
MAXIMUM TOW AND STORAGE RATES FOR NON-CONSENT TOWS FROM PRIVATE PROPERTY PER BROWARD COUNTY ORDINANCE: TOWING FEE: \$164.80 RELEASE ON SCENE: \$82.40 STORAGE: 6 HRS OR LESS: \$0 AFTER 6 HOURS OR ANY PART THEREAFTER: \$27.14/DAY ADMINISTRATIVE FEE AFTER 24 HOURS: \$51.50												<input checked="" type="checkbox"/> TOW <input type="checkbox"/> RELEASE ON SCENE		4/10/69	
<input type="checkbox"/> STORAGE: / / DAYS @ \$27.14/DAY															
<input type="checkbox"/> ADMIN. FEE AFTER 24 HRS: \$51.50															
<input type="checkbox"/> RESEARCH FEE															
 TO FILE A COMPLAINT, CONTACT BROWARD COUNTY ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION AT 954-519-1260															
PAYMENT METHOD		<input type="checkbox"/> CASH		<input type="checkbox"/> CREDIT CARD		<input type="checkbox"/> DEBIT CARD		<input type="checkbox"/> OTHER		AUTH NO.		TOTAL			
RELEASE DATE		RELEASE TIME		AM PM		INT.		<input checked="" type="checkbox"/>		RECIPIENT'S SIGNATURE					
March 13, 2011		1:07		PM		A									

CHANGE MUST BE PROVIDED IF PAYMENT IS IN CASH

Business Adv Relationship - 4923: Account Activity Transaction Details

Post date: 03/13/2023

Amount: -1,069.00

Type: Transfer

Description: Zelle Transfer Conf# alg5i4s77; Towing
Company Bezy

Merchant name: TOWING COMPANY BEZY


**Merchant
information:**

**Transaction
category:** Cash, Checks & Misc: Other Expenses

NOT A CERTIFIED COPY

ENTERPRISE LEASING COMPANY, 1805 BELVEDERE RD, WEST PALM BEACH, FL 334061507 (561) 478-2203

RENTAL AGREEMENT REF#
73585 8Z27G7

SUMMARY OF CHARGES

RENTER
ANDRADE, ANTONIO

DATE & TIME OUT
02/22/2023 03:07 PM
DATE & TIME IN
02/28/2023 03:32 PM

BILLING CYCLE
24-HOUR

CAR CLASS CHARGED
GSTK

VEH #1 2020 INTE MVCA 26SK
VIN# 1HTEUMML1LH337372
LIC# KCIA61
MILES DRIVEN 1260
CAR CLASS: GSTK

Charge Description	Date	Quantity	Per	Rate	Total
EXCESS DISTANCE CHARGE	02/22 - 02/28	1260	DISTANCE	\$0.29	\$365.40
TIME & DISTANCE	02/22 - 02/28	1	WEEK	\$625.00	\$625.00
Subtotal:					\$990.40

Taxes & Surcharges

FL WASTE TIRE & BATTERY FEE	02/22 - 02/28	6	DAY	\$0.02	\$0.12
SALES TAX	02/22 - 02/28			7%	\$69.55
VEHICLE LICENSE FEE RECOVERY	02/22 - 02/28	6	DAY	\$0.50	\$3.00
Total Charges:					\$1,063.07

Bill-To / Deposits

DEPOSITS					(\$1,063.07)
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Total Estimated Amount Due

\$0.00

PAYMENT INFORMATION

AMOUNT PAID	TYPE
\$1,063.07	Mastercard

CREDIT CARD NUMBER
xxxxxxxxxxxx1041

ENTERPRISE LEASING COMPANY, 1805 BELVEDERE RD, WEST PALM BEACH, FL 334061507 (561) 478-2203

RENTAL AGREEMENT REF#
73960 920F5N

SUMMARY OF CHARGES

RENTER
ANDRADE, ANTONIO

DATE & TIME OUT
03/04/2023 09:21 AM
DATE & TIME IN
03/09/2023 10:32 AM

BILLING CYCLE
24-HOUR

CAR CLASS CHARGED
GSTK

VEH #1 2020 INTE MVCA 26SK
VIN# 1HTEUMML1LH337372
LIC# KCIA61
MILES DRIVEN 1234
CAR CLASS: GSTK

Charge Description	Date	Quantity	Per	Rate	Total
EXCESS DISTANCE CHARGE	03/04 - 03/09	1234	DISTANCE	\$0.29	\$357.86
TIME & DISTANCE	03/04 - 03/09	1	WEEK	\$625.00	\$625.00
Subtotal:					\$982.86

Taxes & Surcharges

FL WASTE TIRE & BATTERY FEE	03/04 - 03/09	6	DAY	\$0.02	\$0.12
SALES TAX	03/04 - 03/09			7%	\$69.02
VEHICLE LICENSE FEE RECOVERY	03/04 - 03/09	6	DAY	\$0.50	\$3.00
Total Charges:					\$1,055.00

Bill-To / Deposits

DEPOSITS					(\$1,055.00)
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Total Estimated Amount Due

\$0.00

PAYMENT INFORMATION

AMOUNT PAID	TYPE
\$1,055.00	Mastercard

CREDIT CARD NUMBER

████████████████████



STORE 0205 Lake Worth
4241 Lake Worth Rd
Lake Worth, FL 33461

CONTRACT #: 136752

Status: CLOSED

TJL MARBLE INC
545 S LAKE DR
LANTANA, FL 33462
(561) 401-6957

Rental Center Hours

MON 6A- 9P TUE 6A- 9P WED 6A- 9P THU 6A- 9P FRI 6A- 9P SAT 6A- 9P SUN 7A- 8P

ACTUAL DURATION

2 Days, 17 Hours, 17 Minutes

Deposit Trans: Register #: 90 Transaction #: 92933 PO #: tony Date: 01/27/23 eDeposit #: 0205230127073140713675227
Charge Trans: Register #: 90 Transaction #: 94574 PO #: tony Date: 01/30/23 eDeposit #: 0205230127073140713675227

Agent Name: ANTONIO DE ANDRADE Date out: 01/27/2023 - 3:14 PM
Insurance Carrier: geico Date Due: 01/28/2023 - 3:14 PM
Policy Number: 4246105920 Date in: 01/30/2023 - 8:31 AM
Expiration Date: 10/07/2023

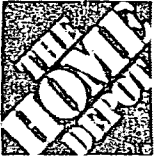
Tool Description	Charges	Amount	
12' Box Truck (65-001-92059)	Tool Rental Fee	\$382.00	Rental Subtotal \$382.00
	SubTotal	\$382.00	Sales Tax \$26.74
			Contract Total \$408.74
			Deposit - PAID 01/27/23 (MASTERCARD ending 1041) -\$150.00
			Balance Charged \$258.74 (MASTERCARD ending 1041)
			Outstanding Balance \$0.00

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.



STORE 0205 Lake Worth
4241 Lake Worth Rd
Lake Worth, FL 33461

Rental Center Hours

MON 6A- 9P TUE 6A- 9P WED 6A- 9P THU 6A- 9P FRI 6A- 9P SAT 6A- 9P SUN 7A- 8P

CONTRACT #: 137079

Status: CLOSED

TJL MARBLE INC
545 S LAKE DR
LANTANA, FL 33462
(561) 401-6957

ACTUAL DURATION

1 Day, 6 Hours, 7 Minutes

Deposit Trans: Register #: 90 Transaction #: 18300 PO #: tony Date: 03/01/23 eDeposit #: 0205230301073543313707923
Charge Trans: Register #: 90 Transaction #: 19308 PO #: tony Date: 03/02/23 eDeposit #: 0205230301073543313707923

Agent Name: ANTONIO DE ANDRADE Date out: 03/01/2023 - 3:54 PM
Insurance Carrier: geico Date Due: 03/02/2023 - 3:54 PM
Policy Number: 4246105920/09170 Date In: 03/02/2023 - 10:02 PM
Expiration Date: 10/07/2023

Tool Description	Charges	Amount
12' Box Truck (65-001-18422)	Tool Rental Fee	\$252.00
(1) Convertible Hand Truck for HDmoving	SubTotal	\$252.00

Rental Subtotal	\$252.00
Sales Tax	\$17.64
Contract Total	\$269.64
Deposit - PAID 03/01/23 (MASTERCARD ending 1041)	-\$150.00
Balance Charged (MASTERCARD ending 1041)	\$119.64
Outstanding Balance	\$0.00

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

IN THE COUNTY COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

UNIFORM CASE NO: 50-2023-SC-011007-XXXX-SB

DIVISION: RD: South Branch County Civil Division - RD (Civil)

ANTONIO DE ANDRADE

PLAINTIFF(S)

-VS-

MARCIO SALES SOUSA

DEFENDANT(S)

**NOTICE TO APPEAR
FOR PRE-TRIAL CONFERENCE/MEDIATION**

STATE OF FLORIDA - NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)

MARCIO SALES SOUSA

**22187 AQUILA ST
BOCA RATON, FL 33428**

YOU ARE HEREBY NOTIFIED that you are required to appear in person or by attorney at the Palm Beach County Courthouse in Courtroom #6 (South Branch) SB, 200 W. Atlantic Avenue Delray Beach FL 33444, on September 20, 2023 at 9:30 AM for a PRETRIAL CONFERENCE before a Judge of this court.

**IMPORTANT - READ CAREFULLY
THE CASE WILL NOT BE TRIED AT THAT TIME
DO NOT BRING WITNESSES - APPEAR IN PERSON OR BY ATTORNEY**

The defendant(s) must appear in court on the date specified in order to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff(s) or the defendant(s) shall not excuse the personal appearance of a party or its attorney in the PRETRIAL CONFERENCE. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

Any business entity recognized under Florida law may be represented at any stage of the trial court proceedings by any principal of the business entity who has legal authority to bind the business entity or any employee authorized in writing by a principal of the business entity. A principal is defined as being an officer, member, managing member, or partner of the business entity. Written authorization must be brought to the Pretrial Conference.

The purpose of the pretrial conference is to record your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.

Mediation may take place at the pretrial conference. Whoever appears for a party must have full authority to settle. Failure to have full authority to settle at this pretrial conference may result in the imposition of costs and attorney fees incurred by the opposing party.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances to the court. The court may or may not approve a payment plan and may withhold judgment or execution or levy.

RIGHT TO VENUE. The law gives the person or company who has sued you the right to file in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s), have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is on an unsecured promissory note, where the note is signed or where the maker resides; (3) if the suit is to recover property or to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any one or more of the defendants sued reside; (6) any location agreed to in a contract; (7) in an action for money due, if there is no agreement as to where suit may be filed, where payment is to be made.

If you, as the defendant(s), believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court 7 days prior to your first court date and send a copy to the plaintiff(s) or plaintiff's(s') attorney, if any.

If you are a self-represented litigant and do not have an attorney, you may register with the Clerk of the Court to enroll in service by email whereby all future correspondences, motions or orders of the Court pertaining exclusively to this matter will be served upon you at the email address you provide. For more information on Service by Email, see Administrative Order 2.310-1/18 available on the Fifteenth Judicial Circuit's website.

If you need help finding an attorney, you may contact your local Palm Beach County Bar's Lawyer Referral Service online at <https://www.palmbeachbar.org/lawyer-referral-service/> or by calling 561-687-3266.

A copy of the statement of claim shall be served with this summons.

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the complaint in this lawsuit on the above named person.

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact William Hutchings Jr., Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

DATED: 9th of August, 2023



JOSEPH ABRUZZO

Clerk of the Circuit Court & Comptroller

By: 

Shomer, Erica as Deputy Clerk

Cc:

ANTONIO DE ANDRADE 545 S LAKE DR
LANTANA, FL 33462

EN EL TRIBUNAL DEL CONDADO, EN Y DEL CONDADO DE PALM BEACH, FLORIDA

CAUSA NO: 50-2023-SC-011007-XXXX-SB

DIVISION: -RD: South Branch County Civil Division - RD (Civil)

ANTONIO DE ANDRADE

DEMANDANTE(S),

vs.

MARCIO SALES SOUSA

DEMANDADO(S)

**NOTICIA PARA COMPARECER
A CONFERENCIA PREVIA AL JUICIO/MEDIACION**

ESTADO DE LA FLORIDA - NOTIFICACIÓN A LOS DEMANDANTES Y A LOS DEMANDADOS

MARCIO SALES SOUSA

**22187 AQUILA ST
BOCA RATON, FL 33428**

DIRECCION ADICIONAL:

SE LE AVISA POR ESTE MEDIO que usted deberá comparecer personalmente o representado por un abogado en la Sala #6 (South Branch) SB, 200 W. Atlantic Avenue Delray Beach FL 33444 del Tribunal del Condado de Palm Beach, el día September 20, 2023, a las 9:30 AM, para una CONFERENCIA PREVIA AL JUICIO.

IMPORTANTE – LEA CUIDADOSAMENTE

ESTE CASO NO SERA JUZGADO DURANTE LA CONFERENCIA PREVIA AL JUICIO, PERO PUEDE TRATAR DE RESOLVERSE POR MEDIO DE MEDIACION ESE DIA.

NO TRAIGA TESTIGOS. USTED TIENE QUE COMPARECER PERSONALMENTE O SER REPRESENTADO POR UN ABOGADO.

El demandado(s) debe comparecer en el tribunal en la fecha concretada para evitar una sentencia por rebeldía. El demandante(s) debe comparecer para evitar que el caso se desestime por falta de acusación. Una PETICIÓN o CONTESTACIÓN por escrito para el Juez por parte del demandante(s) o el demandado(s) no eximirá a la parte ni a su abogado de comparecer en persona en la CONFERENCIA PREVIA AL JUICIO. La fecha y la hora de la conferencia previa al juicio NO se puede cambiar sin un motivo legítimo y previa aprobación del Juez.

Cualquier entidad comercial reconocida bajo la Ley de Florida puede ser representada en cualquier etapa de los actos procesales del Tribunal de Primera Instancia por cualquier poderdante de la entidad comercial que tenga la autoridad legal de obligar a la entidad comercial o cualquier trabajador autorizado por escrito, por un poderdante de la entidad comercial. Un poderdante se define como un agente, miembro, miembro gerente o socio de la entidad comercial. Se debe traer la autorización por escrito a la Conferencia Previa al Juicio.

El propósito de la conferencia previa al juicio es para hacer constar su comparecencia, para determinar si usted admite toda o parte de la demanda, para permitir que el Juez determine el índole del caso y para fijar el caso para juicio si el caso no se puede resolver en la conferencia previa al juicio. Usted y su abogado deberán estar preparados para consultar con el Juez y para explicar brevemente el índole de su disputa, indicar qué esfuerzos se han hecho para resolver la disputa, presentar los documentos necesarios para demostrar su caso, indicar los nombres y las direcciones de sus testigos, acordar los hechos que no han de ser demostrados y que facilite el juicio, y calcular cuánto tiempo durará el juicio en este caso.

Puede que la mediación se celebre en la conferencia previa al juicio. Quien sea que comparezca en nombre de

una parte debe tener plena autoridad para llegar a un acuerdo. La falta de tener plena autoridad para llegar a un acuerdo en esta conferencia previa al juicio puede resultar en la imposición de gastos y de honorarios asumidos por la parte contraria.

Si admiten a la demanda, pero desean tiempo adicional para pagar, deben venir y presentar las circunstancias ante el Juez. Puede que el Juez apruebe el plan de pagos, o puede que no y podría retener la sentencia o la ejecución o el gravamen.

DERECHO A JURISDICCIÓN. La ley le da a la persona o empresa que le haya demandado el derecho a entablar en cualquiera de los sitios en la lista a continuación. Sin embargo, si ha sido demandado en cualquier lugar aparte de uno de estos sitios, usted, como el demandado(s), tiene el derecho a pedir que el caso sea trasladado a un lugar o jurisdicción adecuado. Un lugar o jurisdicción adecuado puede ser uno de los siguientes: (1) El lugar donde se celebró el contrato; (2) Si la demanda se basa en una nota de pago sin garantía, donde se firmó la nota de pago o donde reside el deudor; (3) Si la demanda es para recuperar propiedad o para ejecutar un gravamen, el lugar donde se ubica la propiedad; (4) El lugar donde ocurrió el evento que causó la demanda; (5) donde resida/n uno o más de los demandado(s); (6) Cualquier lugar acordado en un contrato; (7) en una demanda por dinero debido, si no hay un acuerdo en cuanto a dónde puede ser entablada la demanda, donde haya de ser pagado.

Si usted/es, como el/los demandado(s), cree que el demandante/es no ha entablado la demanda en uno de estos lugares correctos, debe comparecer el día de su fecha de comparecencia y oralmente pedir un traslado, o debe presentar una petición de traslado POR ESCRITO en forma de affidavit (bajo juramento) 7 días antes de su primera fecha de comparecencia y mandar una copia al demandante(s) o al abogado(s) del demandante(s), si es que hay alguno.

Si usted es un litigante representándose a sí mismo y no tiene un abogado, se puede inscribir con la Secretaria del Tribunal para recibir aviso por email por medio del cual toda correspondencia futura, peticiones u órdenes judiciales exclusivamente relacionadas a esta causa se le notificarán al correo de email que usted proporcione. Para más información sobre la Notificación por Email, véase la Norma Administrativa No. 2,310-1/18, disponible en la página web del Decimoquinto Circuito Judicial. Si necesita ayuda para encontrar a un abogado, puede ponerse en contacto con su servicio local de referencias de Abogados del Condado de Palm Beach por internet, en la página: <https://www.palmbeachbar.org/lawyer-referral-service/>, o llamando al 561-687-3266

Una copia del escrito de demanda se debe entregar con esta citación.

“Si usted es una persona con una discapacidad que necesita alguna acomodación para poder participar en este proceso, usted tiene el derecho, sin costo alguno, a que le proporcionen cierta asistencia. Por favor, póngase en contacto con William Hutchings Jr., Americans with Disabilities Act Coordinator [Coordinadora de la Ley sobre Estadounidenses con Discapacidades], Palm Beach County Courthouse [Tribunal del Condado de Palm Beach], 205 North Dixie Highway, West Palm Beach, FL 33401; Número de teléfono (561) 355-4380, por lo menos (7) días laborales antes de su fecha de comparecencia u otra actividad judicial; o inmediatamente después de haber recibido esta notificación, si el tiempo antes de su fecha de comparecencia es de menos de (7) días laborales. Si usted tiene alguna discapacidad auditiva o del habla, llame al 711.”

FECHADO EN EL CONDADO DE PALM BEACH, FLORIDA, 9th of August, 2023

JOSEPH ABRUZZO
Secretaria & Auditora

NAN TRIBINAL KI REGLE TI ZAFE NAN E POU KOMIN PALM BEACH, FLORID

NIMERO KA: 50-2023-SC-011007-XXXX-SB-

DIVISION: RD: South Branch County Civil Division - RD (Civil)

ANTONIO DE ANDRADE

DEMANDAN,

v.

MARCIO SALES SOUSA

DAFANDAN.

**AVETISMAN POU PRESANTE W
POU YON KONFERANS /MEDIASYON AVAN JIJMAN**

ETA FLORID LA - AVETISMAN POU DEMANDAN (YO) AVEK DEFANDAN (YO).

MARCIO SALES SOUSA

**22187 AQUILA ST
BOCA RATON, FL 33428**

YO AVETI- W KE OU DWE PARET AN PESONN OSWA PA YON AVOKA NAN TRIBINAL KOMINN
PALM BEACH LA NAN SAL #6 (South Branch) SB, 200 W. Atlantic Avenue Delray Beach FL 33444, A
September 20, 2023, NAN 9:30 AM, POU YON KONFEARANS.

INPOTAN - LI AVEK ATENSYON.

**KA SAA PAP JIJJE PANDAN KONFERANS AVAN JIJMAN AN, MEN NOU KA
ESEYE REZOUZ KA A NAN MEDIASYON JOU SA A.**

**PA MENEN TEMWEN OU DWE PRESANTE TET OU OSWA YON AVOKA KAPAB
PARET POU OU.**

Moun ki defandè (yo) dwe konparèt pèsonèlman nan tribinal nan dat ki mansyone a pou evite yo fè jijman padefo kont yo. Moun ki se pleyan yo dwe konparèt tou yon fason pou evite yo rejte plent yo a pou absans pousuit. MOSYON oswa REPONS alekri pleyan oswa defandè (yo) ap depoze nan tribinal pa dwe sèvi kòm eskiz pou pati konsène yo oswa avoka yo pa vini pèsonèlman nan SEYANS PRELIMINÈ k ap fèt avan jijman an. Dat ak lè seyans preliminè a PA POSIB pou ranvwaye san motif valab ni san apwobasyon davans tribinal la.

Kèlkeswa antite komèsyal ki legalman rekoni dapre lalwa Eta Florid gen dwa gen prensipal responsab oswa reprezantan ofisyèl ki pou reprezante li kèlkeswa lè a nan tout etap pwosesis jidisyèl a oswa nenpòt anplwaye ki otorize ak mandate alekri pou reprezante li. Prensipal responsab vle di swa yon dirijan, manb, manb dirijan, oswa asosye antrepriz komèsyal sa a. Ou dwe pote yon kopi otorizasyon alekri sa a nan seyans preliminè a.

Objektif seyans preliminè a se pou anrejistre prezans ou, detèmine si ou admèt ak tout oswa ak yon pati plent ki te fèt kont ou a, pou detèmine kalite ka a ak pou deside ki dat ka a prale nan jijman sizoka pa gen mwayen jwenn solisyon pou rezoud sa a nan seyans preliminè a. Ni ou ni avoka a ta dwe prepare nou pou reyini ak tribinal la, pou esplike rapidman sou ki bit nou kanpe, ki efò nou te eseye fè pou rezoud sa ak

founi tout dokiman nesèsè pou pwouve kòz n ap defann nan, bay non ak adrès tout moun k ap sèvi nou kòm temwen, etale lòt detay ki pa bezwen okenn prèv ki kab fè jijman an fèt pi vit, epi estime konbyen tan konsa jijman kab dire.

Gen dwa tou gen medyasyon ki fèt nan seyans preliminè avan jijman an. Kèlkeswa moun ki prezante nan non youn nan pati konsène yo dwe gen tout otorite pou negosye nan seyans preliminè sa a ki kapab lakoz pati advès la gen pou peye yon seri frè tribinal ak onorè avoka.

Si w asepte ak demand la men ou ta renmen jwenn plis tan pou jis ou fin peye, ou dwe vin pran lapawòl pou eksplike jij la sitiasyon ki lakoz sa. Jij la gen dwa apwouve oswa pa apwouve yon plan pèyman epi li gen dwa swa kenbe jijman an sispann pou ou, swa bay lòd pou fè egzekite jijman an oswa pou fè prelevman sou ou.

DWA LOKAL. Lalwa bay moun oswa konpayi k ap pousuiv ou a dwa pou depoze plent li nan youn nan adrès ki site pi ba a. Men, si gen plent lajistis ki fèt kont ou yon lòt kote ki pa fè pati lis ki pi ba a, antanke defandè, ou gen dwa mande pou transfere plent sa yo sòti yon kote pou ale nan youn lye oswa lokal ki pi apwopriye. Lokal apwopriye k ap pi bon pou ou gen dwa se: (1) kote kontra te siyen an; (2) kote pwosè a ap fèt sou baz resi oswa biyè san garanti ki te bay, kote yo te siyen biyè a oswa adrès kote moun ki te fè biyè a (yo) abite; (3) si pwosè a se pou rekouvre yon byen oswa sispann yon privilèj, kote byen an lokalize a; (4) kote evènman ki te lakoz jijman an te pase a; (5) kote youn oswa plizyè nan defandè yo asiye yo abite; (6) nenpòt lye oswa kote pati konsène yo te antann yo nan kontra a; (7) nan youn aksyon lajistis pou remèt lajan, si pa t gen okenn akò sou ki kote pou ta fè pwosè, ki kote lajan an ta dwe peye.

Si, antanke defandè, ou panse pleyan an (yo) pa fè asiyasyon li an nan youn nan kote sa yo, jan li ta dwe fè sa, ou dwe konparèt kan menm nan dat pou prezante nan tribinal la pou mande vèbalman pou yo transfere ka a pou ou, oubyen se pou w ranpli yon afidavi notarye (deklarasyon sou sèman) pou w fè demand fòmèl ou ALEKRI pou mande transfere ka a pou ou 7 jou avan premye dat w ap gen pou vin nan tribinal la, epi voye yon kopi bay pleyan oswa bay avoka pleyan an, si li genyen.

Si se ou menm k ap plede koz la pou tèt ou san avoka ki pou reprezante w, se pou w al nan biwo Grèf tribinal la pou enskri non ou ak bay adrès imèl ou nan sèvis kourye elektwonik la. Konsa, w ap kapab resevwa tout fiti korespondans, mosyon, oswa òdonans tribinal la ap bay ki gen rapò espesifik ak ka w la anpatikilye. Pou plis enfòmasyon konsènan sevis kourye elektwonik la, gade nan Lòd Administratif 2.310-1/18 ki disponib sou sit entènèt Kenzyèm Sikui Jidisyè a.

Si w bezwen èd pou w jwenn yon avoka, ou mèt kontakte Sèvis Referans Anliy Bawo Avoka nan Rejyon Palm Beach nan: <https://www.palmbeachbar.org/lawyer-referral-service/>, oswa ou gen dwa rele nimewo 561-687-3266.

Dwe gen yon kopi deklarasyon plent sa a ki dwe tache ak konvokasyon sa a.

“Si ou se youn moun ki enfim ki bezwen akomodasyon pou w kab patisipe nan pwosedi sa a, ou gen dwa, san ou pa bezwen peye okenn lajan, pou w jwenn yon sèten èd. Tanpri kontakte William Hutchings Jr., Kòdonatris pwogram Lwa Ameriken pou Moun ki Enfim yo nan Tribinal Rejyon Palm Beach ki nan adrès 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380, fè sa omwen 7 jou anvan dat ou gen randevou pou parèt nan Tribinal la, oswa fè sa imedyatman apre ou fin resevwa konvokasyon an si dat ou gen pou w parèt nan tribinal la mwens pase 7 jou; si ou gen pwoblèm pou w tande byen oswa pou w pale klè, rele 711.”

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

COUNTY CIVIL DIVISION RD
CASE NO. 50-2023-SC-011007-XXXX-SB

ANTONIO DE ANDRADE,
Plaintiff/Petitioner
vs.
MARCIO SALES SOUSA,
Defendant/Respondent.

ORDER SETTING HEARING

THIS Matter having come before this Court upon Plaintiff's Correspondence, which this court will treat as a Motion for Status of the Fact Information Sheet. The Court having reviewed the court file and being otherwise fully advised in the premises, it is;

ORDERED AND ADJUDGED this matter will be heard on November 5, 2024, at 12:30p.m., before the Honorable Reginald R. Corlew, via Zoom. For appearance: from your internet browser, go to <https://zoom.us/join> and enter Meeting ID: 828 5589 7540 Passcode: 41701598. (In case of technical/video problems, the Zoom meeting can also be accessed by dialing (888) 475-4499 US Toll-free, and enter Meeting ID and Passcode.)

Any party needing an interpreter is responsible for bringing an interpreter to the hearing. Failure of the parties to attend either in person or through counsel may result in the striking of pleadings, entry of a default or dismissal of the action. If settlement documentation or case dismissal is filed prior to the reset date, the event will be canceled.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida.

50-2023-SC-011007-XXXX-SB 10/22/2024
Reginald R. Corlew County Judge
ADMINISTRATIVE OFFICE OF THE COURT

50-2023-SC-011007-XXXX-SB 10/22/2024
Reginald R. Corlew
County Judge

COPIES TO:

ANTONIO DE ANDRADE 545 S LAKE DR
LANTANA, FL 33462

tjlmable@yahoo.com

MARCIO SALES SOUSA 22187 AQUILA ST UNIONMOVING@HOTMAIL
BOCA RATON, FL 33428 .COM

NOT A CERTIFIED COPY

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

COUNTY CIVIL DIVISION RD
CASE NO. 50-2023-SC-011007-XXXX-SB

ANTONIO DE ANDRADE,
Plaintiff/Petitioner

vs.

MARCIO SALES SOUSA,
Defendant/Respondent.

**ORDER DIRECTING THE DEFENDANT
TO PROVIDE THE FACT INFORMATION SHEET TO THE PLAINTIFF**

THIS MATTER came before the court upon a Show Cause/status check hearing regarding fact information sheet on AUGUST 6, 2024. At the hearing, the Defendant was present, but the Plaintiff did not appear. The Defendant was required to provide the fact information sheet during two prior hearings and requested another copy of the Final Judgment along with the Fact information sheet. The Court will provide a third and final copy of said filing via regular mail to the Defendant, (MARCIO SALES SOUSA, 22187 AQUILA ST, BOCA RATON, FL 33428) and email (UNIONMOVING@HOTMAIL@COM). The Court being fully advised in the premises it is upon consideration thereof

ORDERED AND ADJUDGED the Defendant shall have 15-days from the date of this Order to provide the fact information sheet (attached to this filing along with the Final Judgment) to the Plaintiff. Failure to provide the completed fact information sheet to the plaintiff will result in Contempt of Court and the issuance of a Civil Writ of Bodily Attachment.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida.

50-2023-SC-011007-XXXX-SB 08/13/2024
Reginald R. Corlew
Reginald R. Corlew County Judge
ADMINISTRATIVE OFFICE OF THE COURT

50-2023-SC-011007-XXXX-SB 08/13/2024
Reginald R. Corlew
County Judge

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LANTANA, FL 33462

tjlmable@yahoo.com

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BOCA RATON, FL 33428 .COM

UNIONMOVING@HOTMAIL

NOT A CERTIFIED COPY

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

COUNTY CIVIL DIVISION: "RD"
CASE NO.: 50-2023-SC-011007-XXXX-SB
ANTONIO DE ANDRADE,
Plaintiff/Petitioner
vs.
MARCIO SALES SOUSA,
Defendant/Respondent.

FINAL JUDGMENT FOR PLAINTIFF
AND DIRECTIONS TO THE CLERK OF COURT
(FJUD)

THIS CAUSE came before the Court for a **Non-jury Trial** on February 5, 2024. After due notice to the Parties; all parties were present for trial and self-represented. The Court received testimony and considered the evidence admitted into the record. After a review of the court file and the Court being otherwise informed in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

Plaintiff(s), ANTONIO DE ANDRADE, recovers judgment including court costs from the Defendant(s), MARCIO SALES SOUSA, for the amount \$8,000.00, in damages, plus \$350.00 in court costs, for a total amount of \$8,350.00, which will bear interest at the rate of 9.09% for the current year, and thereafter at the prevailing rate per year as provided by Florida Statute, for which all let execution issue. The Court retains jurisdiction over the matter and the Parties to enter further orders deemed necessary.

- This Order is dispositive of all issues and parties; the Clerk of Court is directed to close the file.
- The Defendant must complete the attached Small Claims Form 7.343(a) individual, Fact Information Sheet within forty-five (45) days from the date of this Order, and return it to the Judgment Creditor, or the Judgment Creditor's Attorney if represented. The Judgment Creditor or their attorney is directed to file a Notice of Compliance with the Clerk of Court, unless Final Judgment is satisfied, a motion for new trial or notice of appeal is filed.
- This is a Small Claims case and the prevailing party is self-represented; the Clerk of Court is directed to prepare the appropriate Final Disposition Sheet for the court file.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida.

50-2023-SC-011007-XXXX-SB 02/14/2024
Reginald R. Corlew County Judge

50-2023-SC-011007-XXXX-SB 02/14/2024
Reginald R. Corlew
County Judge

COPIES TO:

ANTONIO DE ANDRADE 545 S LAKE DR tjmarble@yahoo.com
LANTANA, FL 33462

MARCIO SALES SOUSA 22187 AQUILA ST UNIONMOVING@HOTMAIL
BOCA RATON, FL 33428 .COM

NOT A CERTIFIED COPY

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

COUNTY CIVIL DIVISION RD
CASE NO.: 50-2023-SC-011007-XXXX-SB

ANTONIO DE ANDRADE,
Plaintiff/Petitioner

vs.

MARCIO SALES SOUSA,
Defendant/Respondents.

_____ /

FACT INFORMATION SHEET-INDIVIDUAL

Full Legal Name: _____
Nicknames or Aliases: _____
Residence Address: _____
Mailing Address (if different): _____
Telephone Numbers: (Home) _____
(Business) _____
Name of Employer: _____
Address of Employer: _____
Position or Job Description: _____
Rate of Pay: \$ _____ per _____ Average Paycheck: \$ _____ per _____
Average Commissions or Bonuses: \$ _____ per _____.
Commissions or bonuses are based on _____
Other Personal Income: \$ _____ from _____
(Explain details on the back of this sheet or an additional sheet if necessary.)
Social Security Number: _____ Birthdate: _____
Driver's License Number: _____
Marital Status: _____ Spouse's Name: _____

Spouse Related Portion

Spouse's Address (if different): _____
Spouse's Social Security Number: _____ Birthdate: _____
Spouse's Employer: _____

Spouse's Average Paycheck or Income: \$ _____ per _____
Other Family Income: \$ _____ per _____ (Explain details on back of this sheet or an additional sheet if necessary.)

Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or on an additional sheet if necessary.

Names and Ages of All Your Children (and addresses if not living with you):

Child Support or Alimony Paid: \$ _____ per _____

Names of Others You Live With: _____

Who is Head of Your Household? _____ You _____ Spouse _____ Other Person _____

Checking Account at: _____ Account # _____

Savings Account at: _____ Account # _____

For Real Estate (land) You Own or Are Buying: _____

Address: _____

All Names on Title: _____

Mortgage Owed to: _____

Balance Owed: _____

Monthly Payment: \$ _____

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying:

Year/Make/Model: _____ Color: _____

Vehicle ID #: _____ Tag No: _____ Mileage: _____

Names on Title: _____ Present Value: \$ _____

Loan Owed to: _____

Balance on Loan: \$ _____

Monthly Payment: \$ _____

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? If your answer is "yes," describe the property, market value, and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? Amount Owed: \$ _____

Name and Address of Person Owning Money: _____

Reason money is owed: _____

Please attach copies of the following:

1. Your last pay stub.
2. Your last 3 statements for each bank, savings, credit union, or other financial account.

3. Your motor vehicle registrations and titles.
4. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.
5. Your financial statements, loan applications, or lists of assets and liabilities submitted to any person or entity within the last 3 years.
6. Your last 2 income tax returns filed.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

Judgment Debtor
STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me this _____ day of _____ (year) by (name of person making statement)

Notary Public of Florida

My Commission expires:

Personally known _____ OR Produced Identification _____

Type of identification produced _____

YOU MUST MAIL OR DELIVER THIS COMPLETED FORM, WITH ALL ATTACHMENTS, TO THE JUDGMENT CREDITOR OR THE JUDGMENT CREDITOR'S ATTORNEY, BUT DO NOT FILE THIS FORM WITH THE CLERK OF COURT.

EXHIBIT 8

**PLAINTIFF DIAGNOSTIC FORM TO DEFENDANT
TRUCK**

Exhibit 3

Shopping related diagnostic of vehicle problem.



Customer Diagnostic Evaluation Form

VIN#WD2YD641635426875

YEAR: 2003 MAKE: MODEL:

Symptom	Driving Conditions:
<input type="checkbox"/> Hard starting (or not starting) but cranks properly	<input type="checkbox"/> Accelerating
<input type="checkbox"/> Excessive cranking time before starting	<input type="checkbox"/> Light <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Hard
<input type="checkbox"/> Starts normally but engine stalls or will not run	<input type="checkbox"/> Decelerating
<input type="checkbox"/> Rough (unsteady) idle speed	<input checked="" type="checkbox"/> Cruising
<input type="checkbox"/> Idle speed is too high	<input checked="" type="checkbox"/> Braking
<input type="checkbox"/> Engine hesitates or stalls on acceleration	<input type="checkbox"/> Occurs at the vehicle speed of _____ MPH
<input type="checkbox"/> Engine stalls on deceleration or quick stop	<input type="checkbox"/> Occurs at the engine speed of 40 _____ RPM
<input type="checkbox"/> Engine pings or knocks	What Type of Fuel is Used?
<input type="checkbox"/> Engine runs on after key is turned off	<input type="checkbox"/> Regular <input type="checkbox"/> Unleaded
<input type="checkbox"/> Engine backfires (popping noise)	<input type="checkbox"/> Premium unleaded <input type="checkbox"/> Diesel
<input type="checkbox"/> Speed changes without touching accelerator	Brand of fuel used: _____
<input type="checkbox"/> Poor gas mileage (_____ MPG)	When Did Drivability Problem Start?
<input checked="" type="checkbox"/> Other: Transmission gear Replacement	<input type="checkbox"/> Suddenly occurred Mileage _____
When Does Drivability Problem Occur?	<input type="checkbox"/> Gradually occurred Mileage _____
Engine temperature gauge at:	<input checked="" type="checkbox"/> Just started
<input type="checkbox"/> Cold <input type="checkbox"/> Warm-up (fast idle)	<input type="checkbox"/> Since car was new
<input checked="" type="checkbox"/> Normal <input type="checkbox"/> Hot	Other Services Requested and Notes:
<input type="checkbox"/> At all temperatures	The Transmission need repair or even replacement test drive and computer done there is nothing with the ignition the owner want to change motor only!
Weather conditions:	
<input type="checkbox"/> Hot days	
<input checked="" type="checkbox"/> Cool or cold days	
<input type="checkbox"/> Humid or rainy days	
<input type="checkbox"/> Other: _____	
How Often Does Problem Occur?	
<input type="checkbox"/> Rarely <input type="checkbox"/> Sometimes <input checked="" type="checkbox"/> Always	

Name: Antonio de Andrade
Address: 545 S. Lake Driver
Lantana, FL 33462
Phone: (561) 401-6957
Authorized:

EXHIBIT 9

**PLAINTIFF DRIVER LICENSE AND HIS FATHER
DRIVER LICENSE.**

Florida

DRIVER LICENSE

USA
CLASS E

4d DLN **S420-552-98-341-0**

1 **SALES**
2 **MARCIO LUIZ, JR**
8 **22187 AQUILA ST**
BOCA RATON, FL 33428

3 DOB **09/21/1998** 15 SEX **M**
4b EXP **09/21/2026** 16 HGT **6'-02"**
12 REST **NONE** 9a END **NONE**

SAFE DRIVER

4a ISS **10/13/2017**

5DD **X632212140244**

REPLACED 12/14/2022

Operation of a motor vehicle constitutes
consent to any sobriety test required by law.

Marcio Luiz



Florida

CDL



USA

CLASS A

DL# **S422-540-67-445-0**

SALES SOUSA
MARCIO
22187 AQUILA ST
BOCA RATON, FL 33428

DOB 12/05/1967 SEX M
EXP 12/05/2027 HEIGHT 5'-06"
WEIGHT 170 LBS EYES BROWN HAIR BLACK

SAFE DRIVER

ISS 11/12/2019

DD K71181120358

Operation of a motor vehicle constitutes
consent to any sobriety test required by law.



EXHIBIT 10

**PLAINTIFF TOWING DEFENDANT TRUCK AFTER
ADVICE HIM NOT TO DRIVE WITHOUT CHANGE THE
TRASMISSION**

ALADIN DE BRAILERO LLC

(954) 204 4993

8401 WEST SAMPLE RD. #39
CORAL SPRINGS,
FL 33065

DATE 01/10/23	<input type="checkbox"/>	BSO	<input type="checkbox"/>	FHP	<input type="checkbox"/>	CASH	<input type="checkbox"/>	CHECK	<input type="checkbox"/>	CHG	<input type="checkbox"/>
MAKE OF CAR	Necodis sprinter			YEAR	2013		COLOR	LICENSE No.			
TOWED FROM	Post Malone			CASE#				STATE	PRIOR STATE		
TOWED TO	Romano BH			VIN #							

CHARGE TO
NAME →

AUTHORIZED BY	DRIVER#	UNIT#	KEYS Y <input type="checkbox"/> N <input type="checkbox"/>	TIME
OWNER'S NAME- ADDRESS OR OWNER OPERATOR IF DIFFERENT FROM ABOVE				

ENDING MILEAGE	Ray full	WORK ORDER #
STARTING MILEAGE		PURCHASE ORDER #
TOTAL MILEAGE		IBM #

HOOK-UP

		280.00
	SUB-TOTAL	
	TAX	
	TOTAL	280.00

The customer and the undersigned jointly and severally agree to pay the total cost, including cost of collection and attorney's fees, if required

EXHIBIT 11

**PLAINTIFF VIDEO IMAGE SHOWING THAT DUE
TRANSMISSION PROBLEM AND NOT EGNITION THE
TRUCK DOES NOT PASS 40 MILES. FORCING COULD
DAMAGE MOTOR.**



00:03





00:03

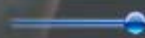


EXHIBIT 12

**PLAINTIFF RECEIPT OF PARTS TO FIX DAMAGE
CAUSE BY THE DEFENDANT HIMSELF**



DEDICATED TO THE PROFESSIONAL

Store 6650, 4101 N DIXIE HWY,
DEERFIELD BEACH, FL 33064 (954) 861-6005

Bill To:

STR SUNRISE TRUCK REPAIR
22187 AUILA ST

BOCA RATON, FL 33428
(561) 289-7793

Ship To:

str sunrise truck repair
3341 n dixie hwy
Pompano Beach, FL 33064

Invoice	5464-389644
Sale Type	CHG. CARD SALE
Date	01/11/2023 3:34 PM
Ship Via	DELIVER
PO Number	

Counter #	Customer Account	Ordered By	Special Instructions
479381	3238237		

Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	ULT	R110545B	ALTERNATOR	LT	EA	Y	489.81	254.81	254.81
		DC or Hub Pickup							
		R110545B	Core Charge		EA	Y		40.00	40.00
4	ORO	GLOBAL-1	1GL-TransFld	MD	EA	Y	54.22	31.99	127.96

**** Historical Reprint ****

5 Items

Select Super Start Batteries come with Roadside Assistance. Ask for details.



Chip Used: N REF #: 115607015924 AUTH CD: 173242

Sub-Total	422.77
Sales Tax	29.59
Total	452.36
MC #2648	452.36



WWW.FIRSTCALLONLINE.COM

Warranty/Garantia: www.firstcallonline.com/warranty

WE APPRECIATE YOUR BUSINESS!

Remit To: PO BOX 9464, SPRINGFIELD, MO 65801-9464

Exhibit 12

Formal Complaint to The Florida Bar re: Attorney Seth R. Keller

“Attached as Exhibit 12 is a true and correct copy of the formal complaint submitted to the Florida Bar regarding the professional misconduct of Attorney Seth R. Keller, including post-dismissal abuse of sanctions, filing against the wrong party, and violations of Florida Bar Rules.”

FORMAL BAR RESPONSE – PERSONAL COMPLAINT

To Be Submitted by: Rogerio Scotton, Robert Scarcell, Peter Aldo

Subject: **Formal Complaint Against Attorney Seth R. Keller – Case Ref: RFA No. 25-12722**

To the Florida Bar,

I am writing directly, in my personal capacity, to address what I view as an unacceptable failure by your office to act on a serious matter of attorney misconduct. The previous complaint filed by Mr. Marcio Sousa Sales was prematurely closed under the justification that the matter “involves a dispute over which a court has jurisdiction.” That rationale is not only inadequate — it is a dangerous excuse that enables systemic abuse and perpetuates injustice under the color of professional immunity.

This complaint is not about a procedural dispute. It is about willful, repeated violations of law and ethics by a licensed attorney, knowingly executed to suppress, intimidate, and destroy the due process rights of a self-represented party.

What Attorney Seth R. Keller Has Done — and Why It Matters:
Knowingly Sued the Wrong Party:

Keller initiated litigation against Mr. Marcio Sousa Sales, a private individual, even though he knew — or should have known — that the correct party was an LLC in which Marcio had no legal role.

On April 14, 2025, Attorney Seth R. Keller issued a second sanctions letter pursuant to § 57.105, again targeting Mr. Marcio Sousa Sales — a known pro se litigant. The letter not only demands dismissal of a pending complaint, but also threatens sanctions against a hypothetical future complaint that had not yet been approved by the court. This conduct is harassing, procedurally improper, and intentionally aimed at intimidating a vulnerable party.

Moreover, Keller directs the letter to a third-party assistant, “Legal Help 4 You,” attempting to implicate them in unauthorized practice without basis — despite full knowledge that no legal representation exists. This is an abuse of both the judicial process and the professional license, done in bad faith and contrary to the ethical rules of the Florida Bar. (see attached 2 letter from Attorney).

He proceeded with litigation against Marcio’s son, knowingly allowing the wrong individual to be tried while shielding the LLC.

This is not a mistake. This is intentional misrepresentation to the court and a violation of the Rules Regulating The Florida Bar, including Rule 4-3.1 (meritorious claims and contentions), and 4-3.3 (candor toward the tribunal).

Post-Judgment Misconduct and Abuse of Sanctions:

After the court dismissed the second case without prejudice, and while it is actively on appeal, Keller attempted to file a sanctions motion under § 57.105, seeking attorney’s fees from the pro se party.

This is a clear abuse of process under Fla. R. Civ. P. 1.420, and constitutes harassment of a self-represented litigant during an open appeal.

Misuse of Process and Judicial Manipulation:

Keller set a hearing unilaterally, without judicial order, while other motions (such as objections and motions to stay) remained unresolved. This is in direct violation of Florida Rules of Judicial Administration and violates the integrity of the process.

He is clearly attempting to weaponize procedure, using his license and court familiarity not to seek justice, but to exploit an unrepresented person.

Ethical and Moral Bankruptcy:

Keller has failed in his duty to advise his client of errors, failed to withdraw meritless claims, and is actively prolonging injustice solely for personal gain. This behavior undermines public confidence in the profession and violates Rule 4-8.4(d), which prohibits conduct prejudicial to the administration of justice.

Why the Florida Bar's Excuse Letter Is Not Acceptable:

The letter dated May 28, 2025, from Richard Coombs, is not just dismissive — it is part of the problem. It exemplifies the very reason people have lost faith in legal institutions. Telling a litigant “we don’t have jurisdiction” while turning a blind eye to clear, documented misconduct by a Florida-licensed attorney is a disgrace.

If the Florida Bar claims to protect the public from attorney misconduct, it must not excuse criminal-like conduct just because it occurred inside a courtroom.

Your refusal to act not only empowers Keller — it marks the Florida Bar as complicit in protecting corrupt legal practices. In the public eye, this is not oversight — it is obstruction.

Notice of Public and Legal Escalation:

Please be advised that:

A second civil lawsuit has now been filed by Mr. Marcio Sousa Sales against Mr. Keller’s client (Antonio de Andrade) — supported by sworn affidavits, motions, and exhibits documenting all misconduct listed above.

All records, including this Bar complaint, will be made available for public access, published via independent media, and shared with organizations advocating for pro se rights and judicial transparency.

This matter will be further reported to the Judicial Qualifications Commission, the Office of Inspector General, and federal civil rights authorities if Florida’s own institutions continue to shield unethical conduct.

What the Florida Bar Must Do Now:

Immediately re-open this complaint.


Require a formal response from Attorney Seth R. Keller to all allegations.

Notify him that retaliatory use of sanctions against a pro se litigant will be treated as misuse of authority and professional misconduct.

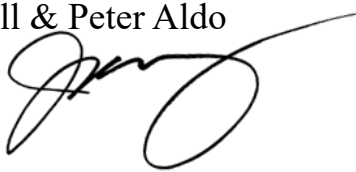
Failing to do so confirms what the public already suspects — that the Florida Bar is less a regulator and more a shield for the legal elite, protecting its own regardless of harm done to the people it is supposed to serve.

The public is watching. This is no longer a legal complaint — it is a fight for justice.

Sincerely,



Rogerio Scotton, Robert Scarcell & Peter Aldo
160 W camino Real # 102
Boca Raton, Florida 33432





The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

850/561-5600
www.floridabar.org

Joshua E. Doyle
Executive Director

May 28, 2025

Mr. Marcio Sousa Sales
160 W Camino Real
Unit 102
Boca Raton, FL 33432

Re: Seth R Keller; RFA No. 25-12722

Dear Mr. Sales:

Your correspondence regarding the above-named attorney has been referred to me for review. The Florida Bar is the licensing agency for attorneys admitted to practice law in the State of Florida. The Florida Bar regulates attorney conduct and if disciplinary action is warranted, it is taken against the attorney's license to practice law.

The matters upon which your allegations are premised present questions of law and involve a dispute over which a court has jurisdiction. In the event the proper tribunal enters a finding or order which supports your allegations concerning the attorney in this regard, you may resubmit your complaint along with a copy of such findings or order for consideration.

This determination does not preclude you however, from consulting a private attorney and/or exercising any legal remedies which may be available to you.

In light of the foregoing, this file has been closed effective May 28, 2025. Pursuant to the Bar's records retention schedule, the computer record and file of this matter will be disposed of one year from the date of closure.

Sincerely,

Richard Coombs, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

cc: Seth R Keller (with enclosure)

To: The Florida Bar – Attorney Consumer Assistance Program

From: Marcio Sousa Sales

Date: May 13, 2025

Subject: Formal Complaint – Attorney Misconduct: Seth R. Keller, Esq. 806471

Dear Florida Bar Review Counsel,

I am submitting this formal complaint against Seth R. Keller, Esq., Florida Bar No. 806471, for egregious and continuing violations of the Rules Regulating The Florida Bar in the case **of Sales v. Andrade, Case No. 50-2025-CA-000969-XXA-MB**, currently pending in Palm Beach Circuit Court.

Mr. Keller has demonstrated a pattern of knowingly unethical conduct, including:

Knowingly pursuing litigation against the wrong party: His client, Mr. Antonio de Andrade, initiated suit against me for a debt I was not responsible for, despite clear evidence the responsible party was an LLC owned by my son.

Engaging in misleading representations to the court: Mr. Keller continued trial proceedings against an individual (my son) who was never named in the complaint, while maintaining the judgment in my name. This conduct deprived me of due process and resulted in a judgment that is now on appeal.

Filing a baseless §57.105 sanctions motion: Despite knowing the procedural and factual background, Mr. Keller filed a motion for sanctions against me as a pro se litigant—without good faith basis and in violation of Florida Statutes and case law.

Violating multiple Rules of Professional Conduct, including:

Rule 4-3.1 – Frivolous proceedings

Rule 4-3.3 – False statements to tribunal

Rule 4-4.4 – Abuse of legal process

Rule 4-8.4(c) – Dishonesty and misrepresentation

Rule 4-8.4(d) – Conduct prejudicial to justice

Attempting to suppress valid claims by abusing procedure: His actions appear primarily intended to silence my right to be heard, intimidate me as a pro se litigant, and protect an improperly obtained judgment.

In addition to this formal complaint, I am also in the process of submitting related complaints and requests for investigation to ***the Florida Attorney General's Office, the U.S. Department of Justice (Office of Professional Responsibility), the FBI Public Corruption and Civil Rights Division, and the Palm Beach County Court Administration.*** Given the gravity of the misconduct, the repeated abuse of legal process, and the attempt to use the court system to mislead, intimidate, and enrich himself through unlawful litigation tactics against a pro se litigant, I respectfully request that this matter be treated with urgency and referred for full disciplinary review.

I respectfully request the Florida Bar investigate Mr. Keller's conduct and take appropriate disciplinary action. Attached are the court filings substantiating these allegations.

I believe this conduct may not be isolated to this case. If this attorney is permitted to continue this pattern unchecked, it risks not only harming vulnerable litigants but also undermining the public's trust in the legal profession and judicial system.

Sincerely,

Marcio Sousa Sales
Plaintiff, Pro Se
160 W Camino Real, 102
Boca Raton, FL 33432

Attachments:
Plaintiff's Supplemental Response and Notice of
Misconduct

Defendant's Motion to Dismiss and for Sanctions

Copy of Judgment and Appeal Notice