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

•	Case No.: 23 S	sc 11007
Antonio De Andrade Plaintiff(s)		
vs. Defendant 1:		
Marcio Sales Sousa	Defendant 2:	FILED FILED
Defendant(s)		AUG 0 8 2023
Address: 22187 Aquila St. Boca Raton FL, 33428	Address:	JOSEPH ABRUZZO, CLERI PALM BEACH COUNTY, FL
,	NT OF CLAIM	Y
Plaintiff(s) sue(s) the Defendant(s) for dama	ages which do not exceed	d \$8 000 00 exclusive of
costs and interest for (check one category below):		α ψυ,σου.σο exclusive σι
Auto Accident occurring on or about		, in
County, Florida caused by t and owned byresu		
Goods sold by Plaintiff; goods and prices and		ped below.
Work done and materials furnished; time and n		es and credits, listed
below.	by the Wart annual aire as	
Money lent to defendant onwith Promissory Note executed on,	conv attached defenda	nt failed to either nay the
note or an installment payment, and interest is owe		
Account Stated for an agreed balance owed or	n business transactions I	between the parties, the
defendant did not object to the statement of accour	nt presented, a copy of w	hich is attached.
Other claim - Please specify: Negliger	'	·
Explain below the details (what happened, dates, tir completed. Attach additional pages if needed.	mes, place, etc.) of your (claim. This section must be
Pages attached		
		
×4		
Attached is a copy of any written document(s) the		
WHEREFORE, the Plaintiff(s) demand judgment in		8,000.00
Plus costs, if known, (summons, serv	erest in the amount of \$	350.00
i ido into	TOTAL \$	8,350.00
Plaintiff Address:	Li a	·
545 S Lake Dr	1 Jugarde	>
Lantana FL 33462	Signature of Plaintiff(
Telephone No. <u>561-401-6957</u>	Antonio De	
	Print name of Plaintiff	(5)
Email Addresses: <u>tilmarble@yahoo</u>		Title (if applicable)

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 FI, 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

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.

MA	RCIO	QΔI	Eς	ID

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.

FILED Mar 14, 2023 Secretary of State 8461087038CC

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

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



Invoice #:

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

12/12/2022

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

		AMOUNT
		\$1,800.00
		\$4,200.00
		Charles of the Control of the Contro
SUBTOTAL		\$6,000.00
TAX RATE	- Tin 1: 1	7.00%
SALES TAX		42000%
OTHER	w 1	
OTHER		\$6,420.00
	SUBTOTAL	TAX RATE

Union Motorsports

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



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

toninho si (Authorizer)	The state of the s	ر در بر ،
FL. 1000	2003 Dodge of Ram Truck RAM 2500 Van	
M: (561) 401-6957	V8-5.2LVINIY	
The second se	Mileage: In 0 Out 0	
LABOR CHARGES BASED ON:		-
	FLAT RATE HOURLY RATE X_BOTH APPLY	
ESTIMATE DIAGNOSTIC FEE:		54
	_/OR HOURLY AT	
	たち 可感動機能 こうしょ 神神 はいちょう 一端 こうじょう アンドラ アンドラ おしょうぎ さいしょうしゃ 神道 にほんしょう	ა, ა
- Drosed Rokebuilt RC/Reconditioner	d NC/No Chg/Warranty RD/Reduced	
	아이 하시면 하시아 살아가는 사고 있다면 사람이 하시를 했다고 아니다. 그 살아 하네요.	

TIEM	DESCRIPTION PART # QTY/HRS (FRICE	
Part	used motor installation labor	17.1
Part	labor front and back semi mod	A-135
Part	MISC Charge	95.99 95.99
Part	Oill change	00.00 100.00
Part	semi met pads front and back	50.99 50.99
- Note	Custom Note:	69.99
	this motor comes with a 3 month warranty (only on the motor)	
Part	motor with 20000	3000.00 3000.00
Pan	alternator with one year warranty (1/12/23= 1/12/24)	250.00 250.00

BANK OF AMERICA

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

TJL MARBLE INC

BUSINESS ADV FUNDAMENTALS

Transaction

History

7865 **** ****

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 (\$)

Deposits/Credits (+)

Withdrawals/Debits (-)

5 37

\$14,498.79 Pending Credits (+)

\$4,037.97

\$12,500.00 Holds (-)

\$1,974.48

Available Balance (\$)

Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance. #Counts include posted items only-Intraday items are not included in the counts

Description
Zelle Transfer Conf# a12guzcru; Date 12/12/2022

Marcio Junior Valtinho Mecanico

Type

Amount

Available Balance

\$0.00

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

Page 1

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

TJLL PROPERTIES LLC

BUSINESS ADV RELATIONSHIP

Transaction

History

**** **** 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 (\$)

Deposits/Credits (+)

Withdrawals/Debits (-)

\$23,758.41 Pending Credits (+)

\$104,462.28

\$2,034.00 Holds (-)

\$106,271.32

Available Balance (\$)

Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance. #Counts include posted items only-Intraday items are not included in the counts

Marcio Mecanico Valtinho Zelle Transfer Conf# feonrfs7q, Description 01/13/2023 Date

Marcio Mecanico Valtinho

Zelle Transfer Conf# a8c7gkumu;

01/09/2023

Fee

-\$2,700.00

\$0.00

Available Balance

\$0.00

-\$950.00 mount

Type

Fee

**** 4923

Page 1

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).

00-14-9036M 11-2010

24 HOURS TOWING



Towing, Transportation & Recovery

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

954-864-4847

	C	LASS A TOW:	10,000 POU	NDS OR LESS		
COMPANY NAME		 		- <u></u>	INVOICE NO.	
PHONE NO.			MAILING	ADDRESS		
TOW DATE		M YARD TIME	AM PM	DRIVER INFO	TRUCK	7
YEAR	MAKE	MODEL		TAG	STATE	
VIN NO.	<u>'T-T. </u>			Co	LOR	
ADDRESS TOWED	FROM	. 			CITY	
ADDRESS TOWED	то				CITY	
POLICE DEPT.		LOG NO.			LOG TIME	AM PM
REASON TOWED				7		
PHONE NO. OF AU					TIME	AM PM
.	ING PERSON'S S	IGNATURE			RSON / ENTITY & ADDRE	
RELEASE TO	re estile	1111/1			E NO. & STATE ISSUED IN	1-5-6
ADDRESS	10 pro	ا ا			CITY	
STATE	ZIP CODE	(E)	DAMAGE N	OTED	·	,
MAXIMUM TOW AN FROM PRIVATE PR	ID STORAGE RATE OPERTY PER BRO	S FOR NON-CO	NSENT TO		SE ON SCENE	11.69
		TOWING FEE: E ON SCENE:	\$164. \$82.		GE: / - DAYS @ \$27.14/DAY	
AFTER 6 HOUR	STORAGE: 6 H		\$27.14/D	30	FEE AFTER 24 HRS: \$51.50	
ADMINIST	RATIVE FEE AFTE	R 24 HOURS:	\$51		RCH FEE	
// 1 N c	O FILE A COMPLA OUNTY ENVIRON ROTECTION DIVI	MENTAL AND	CONSUME	2		
	CASH DEBIT CARD	CREDIT	CARD	AUTH NO	TOTÂL	
RELEASE DATE	RELEASE TI	ME AM	INT.	RECIPIEN	IT'S SIGNATURE	



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 Cash, Checks & Misc: Other Expenses

category:

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

RENTAL AGREEMENT REF# SUMMARY OF CHARGES 73585 8Z27G7 **Charge Description** Date Quantity Per Rate Total RENTER EXCESS DISTANCE CHARGE 02/22 - 02/28 1260 DISTANCE \$365.40 \$0.29 ANDRADE, ANTONIO TIME & DISTANCE 02/22 - 02/28 WEEK \$625:00 \$625.00 Subtotal: \$990.40 **DATE & TIME OUT** Taxes & Surcharges 02/22/2023 03:07 PM FL WASTE TIRE & BATTERY DATE & TIME IN 02/22 - 02/28 6 DAY \$0.02 \$0.12 FEE 02/28/2023 03:32 PM SALES TAX 02/22 - 02/28 7% \$69.55 **VEHICLE LICENSE FEE BILLING CYCLE** \$0.50 02/22 - 02/28 DAY \$3.00 RECOVERY 24-HOUR **Total Charges:** \$1,063.07 Bill-To / Deposits **CAR CLASS CHARGED DEPOSITS** (\$1,063.07)**GSTK**

VEH #1 2020 INTE MVCA 26SK Total Estimated Amount Due

VIN# 1HTEUMML1LH337372

LIC# KCIA61

MILES DRIVEN 1260 CAR CLASS: GSTK

PAYMENT INFORMATION AMOUNT PAID TYPE \$1,063.07 Mastercard

CREDIT CARD NUMBER xxxxxxxxxxxx1041

\$0.00

\$0.00

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

Charge Description Date Quantity Per Rate Total EXCESS DISTANCE CHARGE 03/04 - 03/09 1234 DISTANCE \$357.86 \$0.29 TIME & DISTANCE 03/04 - 03/09 WEEK \$625.00 \$625.00 \$982.86 Subtotal: Taxes & Surcharges FL WASTE TIRE & BATTERY 03/04 - 03/09 6 DAY \$0.02 \$0.12 FEE SALES TAX 7% 03/04 - 03/09 \$69.02 VEHICLE LICENSE FEE 03/04 - 03/09 DAY \$0.50 \$3.00 6 RECOVERY Total Charges: \$1,055.00

Bill-To / Deposits

DEPOSITS

(\$1,055.00)

VEH #1 2020 INTE MVCA 26SK Total Estimated Amount Due

VIN# 1HTEUMML1LH337372

LIC# KCIA61

MILES DRIVEN 1234 CAR CLASS: GSTK

PAYMENT INFORMATION AMOUNT PAID TYPE Mastercard

\$1,055.00

CREDIT CARD NUMBER

3/9/2023



CONTRACT #: 136752 Status: CLOSED

> TIL MARBLE INC 545 **S** LAKE DR LANTANA, FL 33462

> > (561) 401-6957

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

ACTUAL DURATION

Days, 17 Hours, 17 Minutes

Denosit 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. Policy Number:

geico

Date Due. Date in:

01/28/2023 - 3:14 PM 01/30/2023 - 8:31 AM

4246105920

Expiration Date.

Tool Description 12' Box Truck (65-001-92069)

10/07/2023

	Charges	Amo		nount
-				
	Tool Rental Fee			\$382.0

SubTotal

\$382.00

Rental Subtotal	\$382.00
Sales Tax	\$26.74
Contract Total	\$408.74

Deposit - PAID 01/27/23 (MASTERCARD ending 1041)

\$258.74

Balance Charged (MASTERCARD ending 1041)

-\$150.00

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 Deput 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 CONTRACT #: 137079

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 -

1 Day, 6 Hours, 7 Minutes

Deposit Trans:

Register #: 90

Transaction #: 18300

20 #:tony

Date: 03/01/23

eDeposit #: 0205230301073543313707923

Charge Trans:

Register #: 90

Transaction #: 19308

PO #: tony

Date: 03/02/23

eDepositt #: 0205230301073543313707923

Agent Name:

ANTONIO DE ANDRADE

Date out:

03/01/2023 - 3:54 PM

Insurance Carden

geico

Date Due: Date In: 03/02/2023 - 3:54 PM 03/02/2023 - 10:02 PM

Policy Number. Expiration Date. 4246105920/09170

10/07/2023

Tool Description	Charges	Amount
12' Box Truck (65-001-18422) (1) Convertible Hand Truck for HDmoving $\{t_{ij}^{T_{ij}}\}_{i=1}^{T_{ij}}$	Tool Rental Fee SubTotal	\$252.00 \$252.00

Rental Subtotal Sales Tax	\$252.00 \$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.