

In the matter of Marcio Sousa Sales vs. Antonio de Andrade
COMPLAINT FOR MALICIOUS PROSECUTION, DEFAMATION, AND
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

CASE NO: 502025CA 000969
XXX A MB

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

MARCIO SOUSA SALES,

Plaintiff,

CASE NO: 2025CA 000969XXXAMB

vs.

ANTONIO DE ANDRADE,

Defendant,

**COMPLAINT FOR MALICIOUS PROSECUTION, ABUSE OF
PROCESS, DEFAMATION, AND INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS**

COMES NOW, Plaintiff, Marcio Sousa Sales ("Plaintiff" or "Sales"), by and through
Prose, and files this Complaint against Defendant Antonio De Andrade ("Defendant"
or "Andrade") and states as follows:

JS

I. INTRODUCTION

This is an action for damages in excess of \$49,999.99 exclusive of interest, costs, and legal assistance and courts fees, arising out of Defendant's wrongful and malicious prosecution of Plaintiff, his defamatory statements and actions that have severely harmed Plaintiff's reputation, and the stress and hardship caused by Defendant's legally and procedurally flawed claims.

Plaintiff seeks damages for Malicious Prosecution and Defamation of Character, requesting a judgment in the amount of \$50,000.00 for injuries sustained.

II. PARTIES

Plaintiff is an individual residing in Palm Beach County, Florida, with no ownership or operational involvement in the automotive repair shop or any other entity associated with the repair work requested by Defendant.

Defendant is an individual who, upon information and belief, resides in Palm Beach County, Florida.

III. JURISDICTION AND VENUE

This Court has jurisdiction over this action as the amount in controversy exceeds \$49,999.99 and the incidents giving rise to this action occurred in Palm Beach County, Florida.

Venue is appropriate in Palm Beach County as Defendant initiated his wrongful actions against Plaintiff in this jurisdiction, causing Plaintiff substantial harm within the County.

IV. FACTUAL BACKGROUND

On or about December 12, 2022, Defendant Andrade brought his 2003 Sprinter 2500 SH with VIN number WD2YD641635426875, a high-mileage and poorly maintained vehicle, to Union Motorsports Auto Shop, located at 3341 N. Dixie Hwy, Pompano Beach, Florida, for repairs.

Union Motorsports operates as a fictitious name under STR Sunrise Truck Repair LLC, with full ownership and registration attributed to Marcio Luis Sales Jr., Plaintiff's son, who is the sole owner and registered agent of STR Sunrise Truck Repair LLC (per Sunbiz document L22000294691).

Upon arrival, Defendant's vehicle underwent a detailed inspection, including a test drive and diagnostic assessment, which revealed a critical transmission malfunction. Despite professional advice from Union Motorsports staff and Marcio Luis Sales Jr. to address the defective transmission, the Defendant insisted only on replacing the engine, wrongly believing this would resolve the vehicle's issues.

Union Motorsports complied with Defendant's request, advising him multiple times that the engine replacement would not correct the vehicle's underlying transmission problems.

Shortly after the repair, Defendant ignored explicit warnings, drove the vehicle without repairing the transmission, and subsequently blamed Union Motorsports for issues resulting from his own negligence.

On or about February 2023, Defendant filed a lawsuit in Palm Beach County, naming Plaintiff Marcio Sousa Sales Sr. personally instead of STR Sunrise Truck Repair LLC or its owner, Marcio Luis Sales Jr.

Defendant's complaint failed to name the correct legal entity or registered agent, thereby violating Florida Statute §§ 605.0304 and 605.0102 and rule 1.540(b).

Plaintiff did not receive proper notice of any trial, nor was he given an opportunity to defend himself; the judgment entered against him resulted from Defendant's failure to serve the correct party.

Defendant knowingly presented misleading information to the Court by introducing his daughter as a translator, falsely implying that he lacked English proficiency. In doing so, Defendant Antonio de Andrade displayed a malicious intent to misuse the legal system for personal enrichment at the expense of Plaintiff. It is undeniable that Defendant attempted to manipulate the Court by misrepresenting his language

abilities, obstructing justice, and misleading the proceedings. During the hearing, Defendant's daughter unlawfully attempted to provide legal guidance to her father and address the Court on his behalf. However, when Defendant's deceptive tactics were challenged, he lost his composure and began addressing the Court directly in English, revealing his competence in the language and further underscoring the misleading nature of his earlier claims.

V. CAUSES OF ACTION

Count I – Malicious Prosecution

Plaintiff incorporates paragraphs 1-10 as if fully set forth herein.

Defendant knowingly filed a wrongful lawsuit against Plaintiff, despite knowing that Plaintiff was not the correct party.

The lawsuit was resolved in favor of Plaintiff, as the case is now under appeal due to procedural and jurisdictional errors.

Defendant acted with malice and without probable cause, seeking to hold Plaintiff liable for matters related to an LLC Plaintiff does not own.

As a result of Defendant's actions, Plaintiff suffered financial damages, emotional distress, and harm to his reputation.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, and any other relief this Court deems just and proper.

Count II – Defamation of Character

Plaintiff incorporates paragraphs 1-10 as if fully set forth herein.

Defendant filed legal proceedings not for a legitimate purpose, but to harass and financially burden Plaintiff.

Even after trial, the Defendant continued to abuse the judicial system by opposing efforts to correct the record and wrongfully enforcing judgment against Plaintiff.

Defendant's letter to the trial court, falsely alleging incomplete financial disclosures, is further evidence of misuse of the legal process.

Plaintiff has been forced to defend against baseless legal actions, wasting time, money, and court resources.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, and any other relief this Court deems just and proper.

COUNT III: PUNITIVE DAMAGES

Plaintiff incorporates paragraphs 1-10 as if fully set forth herein.

Defendant made false statements to the court and third parties, alleging Plaintiff was personally liable for business-related issues.

These statements were made with knowledge of their falsity or with reckless disregard for the truth.

Defendant's false claims have damaged Plaintiff's reputation, causing harm in both personal and professional settings.

Defendant's defamatory actions were intentional and intended to cause reputational harm to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, and any other relief this Court deems just and proper.

COUNT IV – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Plaintiff incorporates paragraphs 1-10 as if fully set forth herein.

Defendant's wrongful lawsuit, malicious prosecution, and continued abuse of process have caused extreme emotional distress to Plaintiff.

Defendant's conduct was outrageous and beyond the bounds of decency, as he knowingly sued the wrong person and continued his efforts to harass Plaintiff.

The necessity of filing an appeal to correct these errors has further exacerbated Plaintiff's suffering, forcing him into additional litigation at great personal and financial cost.

Defendant's reckless and intentional misconduct has caused Plaintiff severe emotional distress, including anxiety, frustration, and economic hardship.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory damages, punitive damages, and any other relief this Court deems just and proper.

COUNT V – REQUEST FOR PUNITIVE DAMAGES

Plaintiff incorporates paragraphs 1-30 as if fully set forth herein.

Defendant's conduct was willful, intentional, and carried out with malicious intent to harm Plaintiff.

Defendant knowingly misused the judicial system to pursue false claims against Plaintiff.

Florida law permits punitive damages where a party engages in malicious, fraudulent, or intentional misconduct. See Florida Statutes § 768.72.

Defendant's actions warrant an award of punitive damages to deter future abuse of the legal system.

WHEREFORE, Plaintiff demands punitive damages against Defendant in an amount to be determined at trial.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and grant the following relief:

Compensatory Damages – In an amount to be determined at trial for Plaintiff's reputational, emotional, and financial damages;

Punitive Damages – In an amount sufficient to deter Defendant and others from engaging in similar conduct in the future;

Attorneys' Fees and Costs – Reasonable costs incurred in defending Plaintiff's rights and addressing Defendant's injurious actions; and

Any Other Relief – As the Court deems just and proper.

VI. PRAYER FOR RELIEF

Plaintiff respectfully requests this Court to:

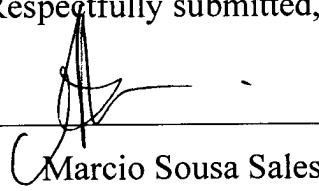
Plaintiff Award \$50,000.00 in damages for malicious prosecution and defamation.

Award Plaintiff attorney's fees and all costs associated with this action.

Grant any further relief deemed just and appropriate under the circumstances.

Dated this 05 day of February, 2025.

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 foregoing COMPLAINT
FOR MALICIOUS PROSECUTION, DEFAMATION, AND INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS has been furnished via electronic
E-mail to the defendant at the following address:

Email: tjlmable@yahoo.com on February 5, 2025. And by the proper judicial
served at the defendant address filed in court which is: 545 S. Lake Drive, Lantana,
Florida 33462- Defendant phone: (561) 401-6957

Respectfully submitted,



Marcio Sousa Sales

22187 Aquila Street

Boca Raton, FL 33528

(561) 909-8184

EXHIBIT 1

MARCIO SOUSA SALES AFFIDAVIT

NOT A CERTIFIED COPY

In the matter of Marcio Sousa Sales vs. Antonio de Andrade
**COMPLAINT FOR MALICIOUS PROSECUTION, DEFAMATION, AND
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

CASE NO:

**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.

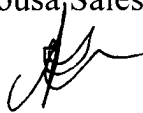
I further seek compensation for the damages caused by Defendant's actions, including emotional distress, financial losses, and harm to my reputation.

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 5th day of February, ~~2024~~²⁰²⁵ 8th

Marcio Sousa Sales

Affiant 

Sworn to and subscribed before me this 5th day of February, ~~2024~~²⁰²⁵ 8th, by Marcio

Sousa Sales, who is personally known to me or has produced identification. FL Driver
license


Notary Public

My Commission Expires: Sept 21, 2026

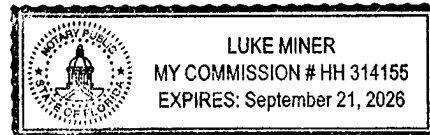


EXHIBIT 2

MARCIO LUIS SALES JR. AFFIDAVIT

NOT A CERTIFIED COPY

**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

████████████████████ 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 Sales Jr.

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: *Mariah Reynolds*

My Commission Expires:

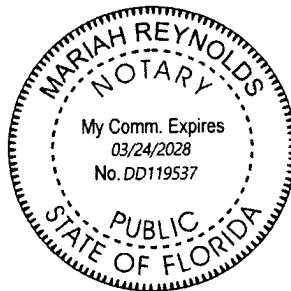


EXHIBIT 4

NOTICE OF INTENT

NOT A CERTIFIED COPY



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

NOT A CERTIFIED COPY

Summons Information Sheet

CASE # 23SC11007

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

NOT A CERTIFIED COPY

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.)

I. CASE STYLE

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

Case # 23 SC11007

Judge Concepcion Reginald

Plaintiff Antonio De Andrade
545 S Lake Dr. Lantana FL 33462

vs.

Defendant Marcio Sales Sousa
22187 Aquila 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 [Signature] Fla. Bar # _____
Attorney or party (Bar # if attorney)

Antonio De Andrade
(type or print name)

8/7/23
Date

EXHIBIT 7

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

NOT A CERTIFIED COPY

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 2:

Defendant(s)

Address: 22187 Aquila St.
Boca Raton FL, 33428

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

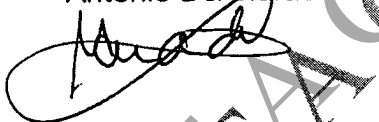
had specialization in cars similar to mine and advised me that the car would be ready for pickup the next day.

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



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:

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

FILED
Oct 25, 2022
Secretary of State

NOT A CERTIFIED COPY

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

Electronic Signature(s)

10/25/2022

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

Name and Address of Current Registered Agent:

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

Certificate of Status Desired: No

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

Electronic Signature of Registered Agent

03/14/2023

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.

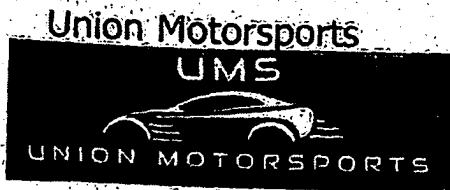
SIGNATURE: MARCIO S SOUSA

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

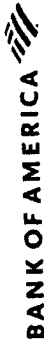
2003 Dodge or Ram Truck RAM 2500 Van
V8-5.2L VIN:Y
Mileage: In 0 Out 0

LABOR CHARGES BASED ON: ☐ FLAT RATE ☐ HOURLY RATE ☒ BOTH APPLY

ESTIMATE 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			3000.00	3000.00
Part	labor front and back semi-met pads	mkd1006	1	95.99	95.99
Part	misc charge			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



Transaction History

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

BUSINESS ADV FUNDAMENTALS

TJL MARBLE INC

***** 5937

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

Last Posting Date 03/20/2023

Since Last Statement Summary

Last Statement Date 02/28/2023	\$1,974.48
Balance Last Statement (\$)	\$12,500.00
Deposits/Credits (+)	\$14,498.79
Withdrawals/Debits (-)	\$4,037.97
Available Balance (\$)	

#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# a12guzoru;	Fee	-\$3,210.00	\$0.00
	Marcio Junior Valtinho Mecanico			

Statement Period as of 12/01/2022

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

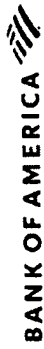
Statement Period as of 11/01/2022

-----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).



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		YARD TIME		DRIVER INFO		TRUCK			
		AM PM									
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											
<p>MAXIMUM TOW AND STORAGE RATES FOR NON-CONSENT TOWS FROM PRIVATE PROPERTY PER BROWARD COUNTY ORDINANCE:</p> <p>TOWING FEE: \$164.80</p> <p>RELEASE ON SCENE: \$82.40</p> <p>STORAGE: 8 HRS OR LESS: \$0</p> <p>AFTER 6 HOURS OR ANY PART THEREAFTER: \$27.14/DAY</p> <p>ADMINISTRATIVE FEE AFTER 24 HOURS: \$51.50</p>											
<p><input type="checkbox"/> TOW</p> <p><input type="checkbox"/> RELEASE ON SCENE</p> <p><input type="checkbox"/> STORAGE: 1 DAYS @ \$27.14/DAY</p> <p><input type="checkbox"/> ADMIN. FEE AFTER 24 HRS: \$51.50</p> <p><input type="checkbox"/> RESEARCH FEE</p>											
<p> TO FILE A COMPLAINT, CONTACT BROWARD COUNTY ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION AT 954-519-1260</p>											
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.		RECIPIENT'S SIGNATURE			
March 17, 2011		1:07		PM		X					

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	02/22 - 02/28	6	DAY	\$0.50	\$3.00
RECOVERY					
Total Charges:					\$1,063.07

Bill-To / Deposits

DEPOSITS					(\$1,063.07)
----------	--	--	--	--	--------------

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# SUMMARY OF CHARGES

73960 920F5N

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 Total Estimated Amount Due
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)

PAYMENT INFORMATION
AMOUNT PAID \$1,055.00
TYPE Mastercard

CREDIT CARD NUMBER

\$0.00

3/9/2023



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 (65-001-92069)	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 [REDACTED])
			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

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
Charge Trans: Register #: 90 Transaction #: 19308

PO #: tony Date: 03/01/23 eDeposit #: 0205230301073543313707923
PO #: tony Date: 03/02/23 eDeposit #: 0205230301073543313707923

Agent Name: ANTONIO DE ANDRADE
Insurance Carrier: geico
Policy Number: 4246105920/09170
Expiration Date: 10/07/2023

Date out: 03/01/2023 - 3:54 PM
Date Due: 03/02/2023 - 3:54 PM
Date in: 03/02/2023 - 10:02 PM

Tool Description	Charges	Amount
12' Box Truck (65-001-18+22)	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 [REDACTED])	\$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)' 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.

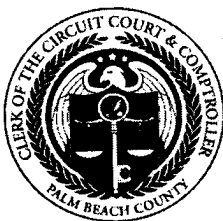
A copy of the statement of claim shall be served with this summons.

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

FILED: PALM BEACH COUNTY, FL JOSEPH ABRUZZO, CLERK. 08/09/2023 09:10:23 AM

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 dnde 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 representandose 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 REZoud 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 pèsònèlman 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 pèsònèlman nan SEYANS PRELIMINE 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 jidisyè 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 sitiyasyon 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 soti 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 biye a (yo) abite; (3) si pwosè a se pou rekouvri 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 sèvis 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 sètèn 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
Reginald R. Corlew County Judge

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

tjmarble@yahoo.com

Case No. 50-2023-SC-011007-XXXX-SB

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 County Judge
ADMINISTRATIVE OFFICE OF THE COURT

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

COPIES TO:

ANTONIO DE ANDRADE 545 S LAKE DR
LANTANA, FL 33462

tjlmarble@yahoo.com

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

UNIONMOVING@HOTMAIL

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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
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
LANTANA, FL 33462 tjmarble@yahoo.com

MARCIO SALES SOUSA 22187 AQUILA ST
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/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**

NOT A CERTIFIED COPY

Exhibit 3

Shopping related diagnostic of vehicle problem.



Customer Diagnostic Evaluation Form

VIN#WD2YD641635426875

YEAR: 2003

MAKE: _____

MODEL: _____

Symptom

☐ Hard starting (or not starting) but cranks properly

☐ Excessive cranking time before starting

☐ Starts normally but engine stalls or will not run

☐ Rough (unsteady) idle speed

☐ Idle speed is too high

☐ Engine hesitates or stalls on acceleration

☐ Engine stalls on deceleration or quick stop

☐ Engine pings or knocks

☐ Engine runs on after key is turned off

☐ Engine backfires (popping/noise)

☐ Speed changes without touching accelerator

☐ Poor gas mileage (_____ MPG)

☒ Other: Transmission gear Replacement

When Does Drivability Problem Occur?

Engine temperature gauge at:

☒ Cold ☐ Warm-up (fast idle)

☒ Normal ☐ Hot

☐ At all temperatures

Weather conditions:

☐ Hot days

☒ Cool or cold days

☐ Humid or rainy days

☐ Other: _____

How Often Does Problem Occur?

☐ Rarely ☐ Sometimes ☒ Always

Driving Conditions:

☐ Accelerating ☐ Light ☐ Medium ☒ Hard

☐ Decelerating

☒ Cruising

☒ Braking

☐ Occurs at the vehicle speed of _____ MPH

☐ Occurs at the engine speed of 40 _____ RPM

What Type of Fuel is Used?

☐ Regular ☐ Unleaded

☐ Premium unleaded ☐ Diesel

Brand of fuel used: _____

When Did Drivability Problem Start?

☐ Suddenly occurred. Mileage _____

☐ Gradually occurred. Mileage _____

☒ Just started

☐ Since car was new

Other Services Requested and Notes:

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!

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.**

NOT A CERTIFIED COPY



Florida

on

3422-848-0000



NAME
DATE OF BIRTH
SEX
RACE
HEIGHT
WEIGHT
HAIR
EYES
SCARS
TATTOOS

SAVED
DATE
BY

...

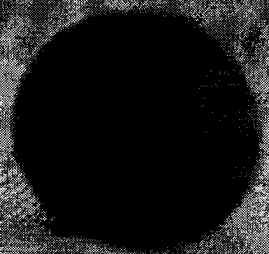


EXHIBIT 10

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

NOT A CERTIFIED COPY

(954) 204 4993

DATE 01/10/23		BBO	FHP	CASH	CHECK	CHG
MAKE OF CAR Mercedes Sprinter		YEAR 2023	COLOR	LICENSE No.		
TOWED FROM Post Lawrenceville		CASE#	STATE		PRIOR STATE	
TOWED TO Pompano Beach		VIN #				

STK SUNRISE TRUCK 21e

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

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

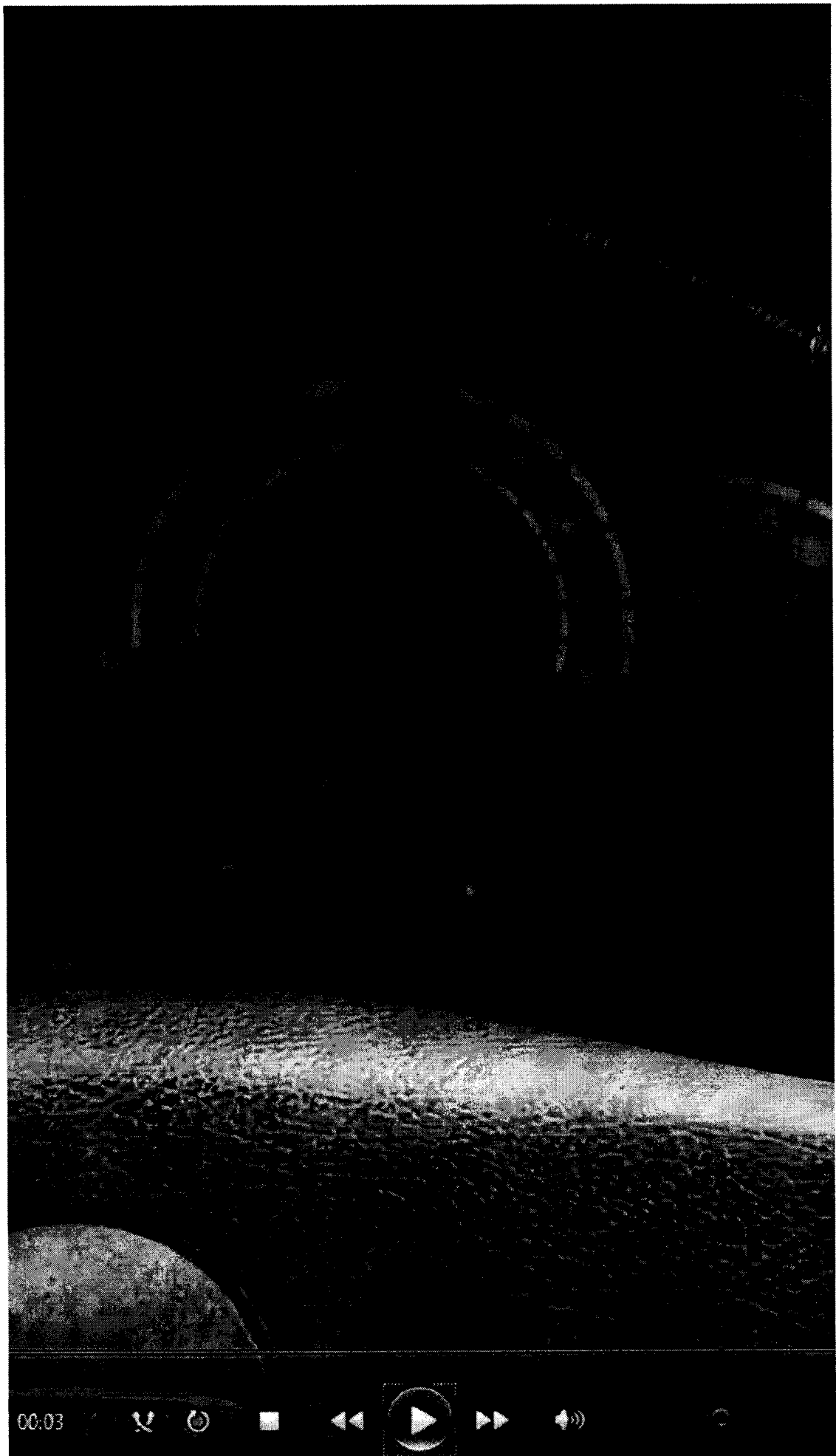
HOO-K-UP		
		280 00
		\$
	SUB-TOTAL	
	TAX	
	TOTAL	280 00

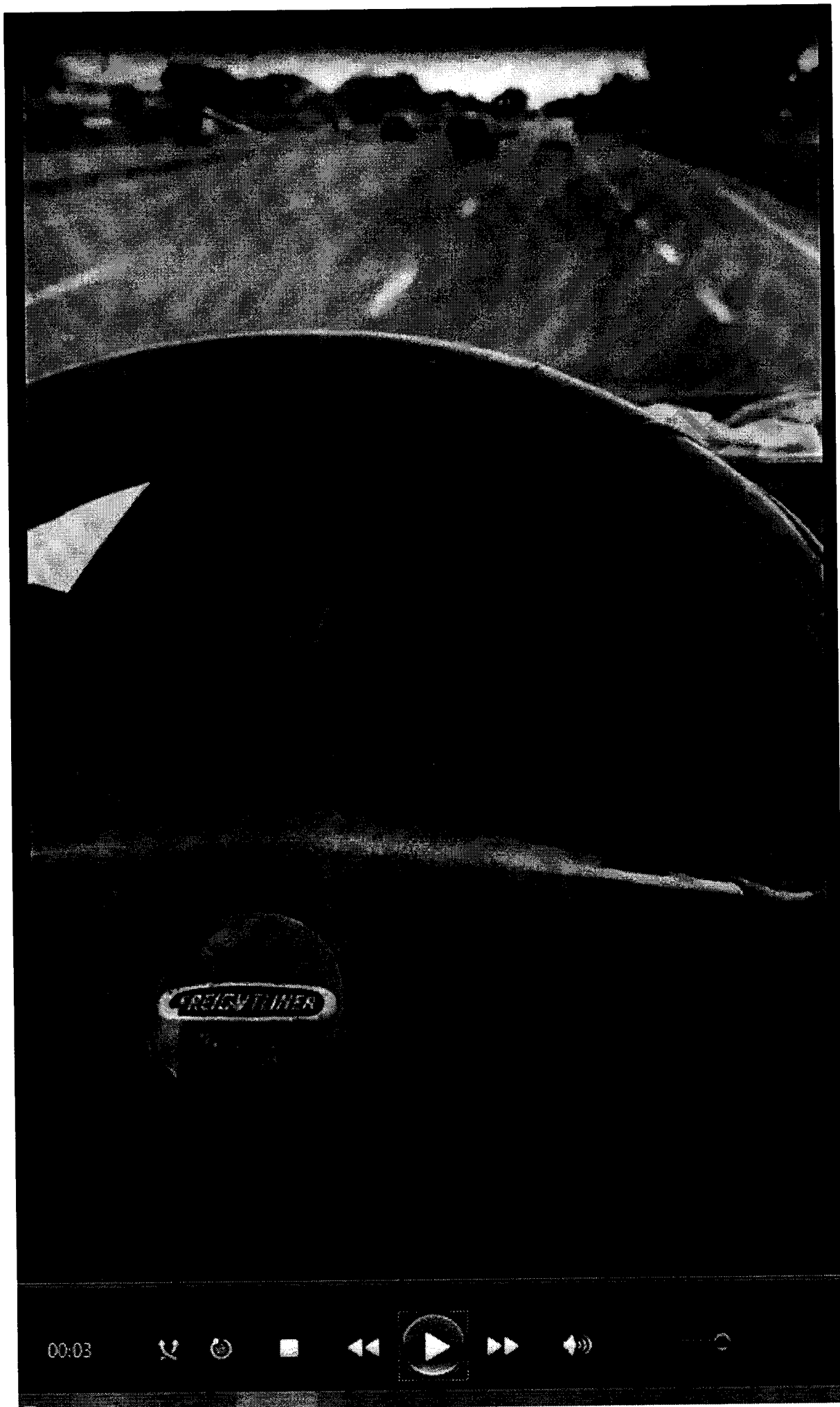
The customer and the undersigned jointly and severally agree to pay the total cost, including cost of collection and attorney's fees, if required

EXHIBIT 11

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

NOT A CERTIFIED COPY





00:03



EXHIBIT 12

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

NOT A CERTIFIED COPY

**DEDICATED TO THE PROFESSIONAL**

Store 6658, 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	5464389644
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			

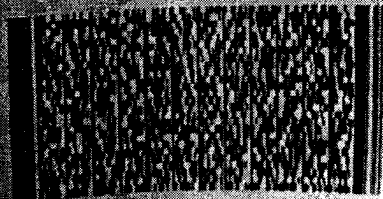
Qty	Line	Item Number	Description	Warr	Unit	Tax	List	Net	Extended
1	ULT	R110545B	ALTERNATOR	LT	EA	Y	489.81	254.81	254.81
			DC or Hub Pickup						
		R110545B	Core Charge		EA	Y		40.00	40.00
4	DRO	GLOBAL-1	1GL-TransFld	HD	EA	Y	54.22	31.99	127.96

**** Historical Reprint ****

5 Items

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

Chip Used: N REF #: 135697810924 AUTH CD: 173242



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

WITH FIRSTCALLONLINE.COM
www.firstcallonline.com/warranty

WE APPRECIATE YOUR BUSINESS!
Remit To: PO Box 9464, SPRINGFIELD, MO 65801-9464