

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

COPANS MOTORS, INC,

Plaintiff,

vs.

SHIRAAZ SOOKRALLI, individually;
SHIRAAZ SOOKRALLI d/b/a CHAMPION
AUTOSPORT; DEVIKA BUDHRAM d/b/a
CHAMPION AUTOSPORT and VIMLA K.
SOOKRALLI, individually.

Defendants.

Civil Division

CASE NO.:

EX PARTE VERIFIED MOTION FOR TEMPORARY INJUNCTION

Plaintiff, COPANS MOTORS, INC (“Plaintiff”), by and through undersigned counsel and pursuant to the applicable rules, hereby moves this Court for the entry of a temporary injunction against Defendants, SHIRAAZ SOOKRALLI d/b/a CHAMPION AUTOSPORT (“Shiraaaz”) and DEVIKA BUDHRAM d/b/a CHAMPION AUTOSPORT (“Devika”) (collectively “Autosport”), bank account, and in support thereof states:

RELIEF REQUESTED

1. Plaintiff requests that this Court enter a temporary injunction on the bank accounts held by the Autosport under the name “Champion Autosport.” Autosport has organized a scheme and practice of fraudulently inducing consumers to submit deposit totaling approximately \$2,500,000.00, for Porsches that were never ordered. The consumers delivered the funds to Autosport’s Bank of America account, and the Plaintiff requests this Court to issue an order directing Bank of America to freeze the account.

VERIFIED FACTS SUPPORTING INJUNCTION

2. Shiraaz was an employee of Plaintiff for approximately ten (10) years and worked under the Plaintiff's dealership called "Champion Porsche." During his tenure with the Plaintiff, he was involved in commission-based Porsche automobile sales wherein he marketed and sold Porsches to clientele which he developed.

3. Shiraaz, who had access to the Plaintiffs bill sheets, and Buyers Deposit Agreements, created fake agreements with consumers for the sale high-end and limited model Porsches. The Porsches promised were not confirmed with any manufacture or allocation information. Shiraaz used the fraudulent Buyer Deposit Agreements to lure his clientele into believing they were purchasing a Porsche vehicle however the vehicle did not exist, nor would he place an order for the vehicle.

4. While employed by the Plaintiff, Shiraaz and Devika created a fictitious company called "Champion Autosport" for purpose of accepting deposits from consumers for Porsches. The Plaintiff was unaware of the existence of this company.

5. This week, the Plaintiff became first aware of the actions of Shiraaz. Shiraaz, via email, communicated with the Plaintiff, and identified twenty-four transactions in his scheme to defraud the Plaintiff and consumers. The total amount of funds Shiraaz admitted to receiving is \$2,560,198.00.

6. In addition, the consumers, have reached out to the Plaintiff regarding the vehicles. Upon an investigation into the consumers concerns, the Plaintiff discovered that Shiraaz advised the consumers to wire money to "Champion Autosport" at Bank of America, 12381 W. Sunrise Blvd. Plantation, Florida 33323, Account number xxxxxxxx9135.

7. Additionally, Shiraaz accepted credit card transactions through Champion Autosport for some consumers.

8. The Plaintiff is unsure if any funds remain in the Bank of America account. Shiraaz and Devika appear to have complete control of the account. Although Shiraaz has communicated with the Plaintiff via e-mail and telephone the Plaintiff is currently unaware of his whereabouts.

MEMORANDUM OF LAW

9. A temporary injunction is proper to freeze a bank account where there is a dispute regarding the ownership and rights to those funds. *Ga. Banking Co. v. GMC Lending & Mortg. Servs. Corp.*, 923 So.2d 1224 (Fla. 3d DCA 2006) (finding injunctive relief appropriate to prevent dissipation of specific, identifiable funds that had been collected on behalf of the lender and were being held in trust for the bank); *Vargas v. Vargas*, 771 So.2d at 595-96 (affirming the issuance of an injunction in a breach of fiduciary duty and conversion action where the plaintiffs “have shown a common ownership of the bearer shares, as well as the \$4.4 million in bank accounts, and that a lifting of the injunction would expose those assets to conversion or dissipation by a third party over which the [plaintiffs] have no control” and the corpus of any possible constructive trust would no longer be available if the assets are taken outside the court's jurisdiction”); *Castillo v. Vlaminck De Castillo*, 701 So.2d 1198, 1199 (Fla. 3d DCA 1997) (affirming the injunctive order where the mother sought imposition of a constructive trust on an account that her son established by improperly employing the proceeds of her \$200,000.00 check made payable to him, allegedly on the understanding that he would purchase a certificate of deposit in the names of her and all her surviving children); *Pendergraft v. C.H.*, 225 So.3d 420, 421 (Fla. 5th DCA 2017), citing *Zidon*, 990 So.2d 623 (“An order freezing assets for further determination of the ownership right to those assets is in the nature of an injunction.”). *TJ Mgmt. Group, L.L.C. v.*

Zidon, 990 So.2d 623, 625 (Fla. 3d DCA 2008) (holding that “an order freezing funds held in a bank account for further determination on the ownership rights to those funds is in the nature of an injunction properly entered”);

10. Here, Autosport, Shiraz and Devika have no right to retain the funds received by the consumers. Autosport engaged a scheme to defraud consumers, who believed they were working with the Plaintiff to purchase vehicles. The moneys Autosport received were deposited under the belief that the consumers would be received an extremely rare high-end Porsche. Plaintiff is seeking to have the funds returned to the consumers and therefore seeks this temporary injunction to freeze the bank account.

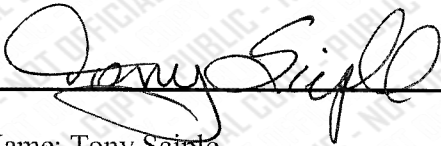
11. Additionally, Plaintiff is need of an accounting from Bank of America to determine what funds were deposited into the account and the transfer of the funds going out of the account. Upon further investigation, Plaintiff believes that Shiraz has been conducting this Scheme to defraud the Plaintiff and consumers for over a year. Plaintiff is unsure whether Shiraz has transferred any of the consumers funds from the Bank of America account.

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WHEREFORE, Plaintiff, COPANS MOTORS, INC, respectfully request this Court to an order freezing the Bank of America account for Champion Autosport, require Bank of America to provide an accounting of all transfers for the account, and for any such further relief this Court deems proper and just.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true to the best of my knowledge and belief.



Name: Tony Sciple
For: Copans Motors, Inc.
Title: General Manager

DATED: September 7, 2018.

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