

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.:

COMPLAINT FOR DAMAGES

Plaintiff, COPANS MOTORS, INC., a Florida Corporation (“Plaintiff”), by and through undersigned counsel, hereby sues defendants, SHIRAAZ SOOKRALLI, individually (“Shiraaaz”); SHIRAAZ SOOKRALLI d/b/a CHAMPION AUTOSPORT (“Autosport”); DEVIKA BUDHRAM, individually (“Devika”); DEVIKA BUDHRAM d/b/a CHAMPION AUTOSPORT (“Autosport”) and VIMLA K. SOOKRALLI, individually (“Vimla”), and alleges;

THE PARTIES, JURISDICTION & VENUE

1. Plaintiff: Plaintiff is a Florida corporation, with its principle place of business in Broward County, FL.
2. Shiraaaz: Shiraaaz is a resident of Broward County, Florida, and is otherwise *sui juris*.
3. Autosport: Autosport is a fictitious entity operated by Shiraaaz and Devika, and is operated within Broward County, Florida.

4. Devika: Devika is a resident of Broward County, Florida, and is otherwise *sui juris*.
5. Vimla: Vilma is a resident of Broward County, Florida, and is otherwise *sui juris*.
6. Jurisdiction: The Court has jurisdiction over this matter as the damages incurred are in excess of \$15,000.00 exclusive attorneys' fees and costs.
7. Venue: Venue is proper in this Court as the acts and omissions occurred in Broward County, FL.
8. Attorneys' Fees: Plaintiff retained the undersigned in this matter and has agreed to pay reasonable fees and costs.

ALLEGATIONS COMMON TO ALL COUNTS

A. Relationship Between Parties

9. Shiraaaz and Plaintiff: Shiraaaz was an employee of Plaintiff for approximately ten years, and a salesman of vehicles, performance upgrade parts and services. Shiraaaz was also involved in commission-based Porsche automobile sales wherein he marketed and sold Porsche motor vehicles to clientele which he developed. Shiraaaz, as an employee, had access to Plaintiff's records related to, among other things, the sale of Porsche automobiles.

10. Shiraaaz and Autosport: Unbeknownst to Plaintiff, Shiraaaz and Devika also operated a side business, known as Autosport. Upon information and belief Shiraaaz marketed the sale of Porsche vehicles through Autosport while he was employed by the Plaintiff, which was outside the scope of his employment with Plaintiff. In addition, Shiraaaz intentionally received deposits of monies for vehicles.

11. Autosport and Devika: Devika is the owner of the fictitious name “Champion Autosport” and, upon information and belief, Devika was involved with and benefitted from the activities conducted by Shiraaz.

12. Shiraaz and Vimla, and their Financial Woes: Shiraaz and Vimla are married. Shiraaz and Vimla also own several businesses together and maintain joint bank accounts. Shiraaz, who has ten children, has had serious financial troubles through the payment of child support and money judgments against him. Recently, American Express garnished Shiraaz’ wages from the Plaintiff. Vimla, knew, or should have known, that Shiraaz was in deep financial distress, which provided the motivation for the conduct described herein.

B. Shiraaz’ Misuse of Plaintiff’s Business Operations

13. Creation of Fraudulent Buyer Deposit Agreements: Shiraaz, outside the scope of his employment with Plaintiff, created a fraudulent scheme (the “Scheme”) for the sale of Porsche automobiles. Specifically, Shiraaz presented potential vehicle purchasers with fraudulent Buyer Deposit Agreements which document(s) failed to include any manufacturer or allocation information regarding the vehicles he was purportedly selling and contained false and fraudulent seller information. Shiraaz used these fraudulent Buyer Deposit Agreements to deceive/lure prospective purchasers into believing they were purchasing a Porsche vehicle however such vehicle(s) did not exist, nor would Shiraaz place an order for the such vehicle(s).

14. Buyer Deposit Agreements were Hidden from the Plaintiff: Shiraaz, knowingly and intentionally, concealed these fraudulent Buyer Deposit Agreements from Plaintiff, and failed to follow any of Plaintiff’s well established procedures related to the sale of Porsche vehicles.

15. Defrauding Customers Regarding who they are Doing Business With: Shiraaz misused the Plaintiff's name during the execution of these false/fraudulent Buyer Deposit Agreements. Shiraaz made representations, orally and via the Buyer Deposit Agreements, defrauding prospective purchaser into believing they were purchasing a vehicle from Plaintiff.

16. Creation of Autosport: In furtherance of Shiraaz' scheme to defraud prospective purchasers, Shiraaz and Devike created the façade to fraudulently induce prospective purchasers into executing fraudulent Buyer Deposit Agreements. Shiraaz and Devika created Autosport, to collect deposits for the non-existent Porsche vehicles which they were purporting to sell and accept deposits for. "Champion Autosport" was created to use the likeness of Plaintiff's name, that operates and conducts business in Broward County, Florida as "Champion Porsche." Through Autosport, Shiraaz would provide prospective purchaser with wire instructions, and have the deposits for the non-existent Porsche vehicles transferred via bank wire directly to Autosport pursuant to the fraudulent Buyer Deposit Agreements. Shiraaz also accepted credit card transactions through Autosport. Upon information and belief Devika had access to the funds once wired into Autosport's bank account, and assisted Shiraaz in this scheme to defraud consumers and steal deposits. The aforesaid activities were conducted under the false personation/guise of Plaintiff by Defendants.

17. Misappropriation of Deposits: Autosport retained the deposits, totalling in excess of \$2,500,000.00, from the fraudulent Buyer Deposit Agreements for the benefit of Shiraaz, Devika and Vimla.

C. Shiraaaz and Vilma Improper Transfer of Funds

18. Transfer of Funds: After Autosport received the deposits, the funds were in the control of Shiraaaz and Devika. Upon information and belief Shiraaaz transferred the funds from the Autosport account with Bank of America, N.A., to personal accounts.

19. Comingling of Funds: Additionally, upon information and belief the funds Shiraaaz transferred funds to joint accounts held by himself, Devika, and Vilma, causing the funds to be comingled.

COUNT I – ACCOUNTING

Plaintiff adopts and realleges the allegations contained in paragraph one through nineteen as fully set forth herein, and further states

20. Nature of the Claim: This is action for accounting against Shiraaaz.

21. Fiduciary Relationship: Shiraaaz as an employee of Plaintiff owes a duty to Plaintiff to exercise diligence and good faith in matters relation to the employment, including the sale of vehicles. Shiraaaz is aware of his duty to properly complete all paper work for the sale of a vehicle and understands to risk to Plaintiff for his failure to accept funds and not provide a vehicle.

22. Necessity of Accounting: Plaintiff is unsure of the whereabouts of moneys that were fraudulently obtained through the foregoing Scheme and is therefore in need of accounting from Shiraaaz, Devika and Vilma regarding all money received in furtherance of the Scheme.

WHEREFORE, Plaintiff demands judgment in its favor and against Shiraaaz, a full accounting of funds held, and for any such further relief this Court deems proper and just.

COUNT II – UNJUST ENRICHMENT

Plaintiff adopts and realleges the allegations contained in paragraph one through nineteen as fully set forth herein, and further states

23. Nature of the Claim: This is an action for unjust enrichment against Shiraaz, Devika and Vimla for the use of Plaintiff's facility, products and fraudulent retention of deposits.

24. Benefit Conferred to Shiraaz: Plaintiff provided Shiraaz, as an employee, the benefit of having access to vehicles to sell, credible documentation to utilize in the lawful sale of Porsche vehicles, goodwill and a facility to develop his clientele and sell Porsche vehicles.

25. Benefit Conferred to Vimla: Plaintiff employed Vimla's spouse, Shiraaz, and conferred a benefit to her, through the benefits it conferred to Shiraaz.

26. Benefit Conferred to Devika: Plaintiff employed Shiraaz, and conferred a benefit to her, through the benefits it conferred to Shiraaz and her receiving the funds deposited to Autosport.

27. Defendants Voluntary Accepted and Retain Benefits: Shiraaz, Devika and Vimla accepted these benefits by selling vehicles and using the Plaintiff's property and goodwill to create the Scheme to defraud his clientele and steal approximately \$2,500,000.00.

28. Inequitable for Defendants to Retain Benefits: It would be inequitable for Shiraaz, Devika and Vimla to retain the money obtained by the benefits conferred.

WHEREFORE, Plaintiff demands judgment in its favor and against Shiraaz, Devika and Vimla, and for any such further relief this Court deems proper and just.

COUNT III – UNFAIR COMPETITION AND TRADEMARK INFRINGEMENT

Plaintiff adopts and realleges the allegations contained in paragraph one through nineteen as fully set forth herein, and further states

29. Nature of the Claim: This is an action against Shiraaz, and Devika jointly and severally for the misappropriation and use of Plaintiff's name.

30. Plaintiff's Use of Name and Meaning of Name: Plaintiff has been in business for over seventeen (17) years, selling, modifying and otherwise servicing Porsche vehicles. Plaintiff's name is well known, and trusted, throughout the United States and elsewhere as a leader of the Porsche brand and the number one dealership.

31. Confusion Using Similar Name: Shiraaz and Devika, created Autosport, intentionally to attract prospective purchasers into delivering substantial deposits to Autosport. Shiraaz and Devika caused the fictitious name of "Champion Autosport" to be registered because it is nearly an identical name to Plaintiff's name "Champion Motorsport". Specifically, the use of the word "Champion" which is commonly used to refer to Plaintiff.

32. The Actions of Shiraaz and Autosport caused Consumer Confusion: Shiraaz and Devika created Autosport for the sole purpose to confuse clientele into believing they were purchasing a vehicle from the Plaintiff or another reputable entity. The acts and actions of Defendants were both unfair and deceptive and Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment in its favor and against Shiraaz and Devika, including treble damages and for any such further relief this Court deems proper and just.

COUNT IV – CONSTRUCTIVE FRAUD

Plaintiff adopts and realleges the allegations contained in paragraph one through nineteen as fully set forth herein, and further states

33. Nature of the Claim: This is action for fraud against Shiraz.

34. Plaintiff and Shiraz Share a Fiduciary Relationship: Shiraz as an employee of Plaintiff owes a duty to Plaintiff to exercise diligence and good faith in matters relation to the employment, including the sale of vehicles. Shiraz is aware of his duty, to properly complete all paper work for the sale of a vehicle and understands to risk to Plaintiff for his failure to accept funds and not provide a vehicle.

35. Misrepresentation: Shiraz made numerous misrepresentations to consumers regarding his ability to acquire high-end rare Porsches and concealed these representations with the Plaintiff. The consumers relied on these misrepresentations and delivered funds to Autosport.

36. Known to be False: Shiraz knew his representations were false as the vehicle he promised to the consumers is a rare Porsche with limited quantity. Shiraz was aware that he was required to confirm with Plaintiff the allocation for this vehicle.

37. Shiraz Abused the Fiduciary Relationship: Shiraz abused this relationship with Plaintiff and took unconscionable advantage of Plaintiff by utilizing his relationship with Plaintiff, access to Plaintiff information and Plaintiff's goodwill to commit fraud on third parties and the Plaintiff.

38. Damages: Plaintiff suffered damages including but not limited to costs associated with vehicles promised to the clientele, damages and reputational damages including loss of customers.

WHEREFORE, Plaintiff demands judgment in its favor and against Shiraaz, treble and punitive damages, attorney's fees and costs, and for any such further relief this Court deems proper and just.

COUNT V – CIVIL CONSPIRACY

Plaintiff adopts and realleges the allegations contained in paragraph one through nineteen as fully set forth herein, and further states

39. Nature of the Claim: This is an action for civil conspiracy against Shiraaz, Devika and Vimla for conspiring to commit fraud against the Plaintiff and misuse the Plaintiff's name, identify and property in a scheme to defraud funds from third parties.

40. Conspiracy Between Shiraaz and Vimla: Shiraaz and Vimla conspired to commit fraud against the Plaintiff and misuse the Plaintiff's property in a scheme to steal funds from Shiraaz' clientele, due the financial hardship.

41. Conspiracy Between Shiraaz and Devika: Shiraaz and Devika conspired to commit fraud against the Plaintiff and misuse the Plaintiff's property in a scheme to steal funds from Shiraaz' clientele.

42. Unlawful Action: The acts done by Shiraaz, and assisted by Vimla and Devika, were unlawful.

43. Overt Acts in Pursuant of Conspiracy: Shiraaz took action to carry out the conspiracy by creating fraudulent Buyer Deposit Agreements for sale and retaining deposits of approximately \$2,500,000.00 for vehicles that do not exist.

44. Damages: Plaintiff suffered damages including but not limited to the deposits from Shiraaz' clientele, costs for the vehicles promised to the clientele and reputational damages including loss of customers.

WHEREFORE, Plaintiff demands judgment in its favor and against Shiraz, Devika and Vimla, treble and punitive damages, attorney's fees and costs, and for any such further relief this Court deems proper and just.

COUNT VI – TEMPORARY INJUNCTION

Plaintiff adopts and realleges the allegations contained in paragraph one through seventeen as fully set forth herein, and further states

45. Nature of the Claim: This is an action for temporary and permanent injunction against Shiraz, Devika and Autosport to prohibit Autosport from conducting any further business for the sale of Porsche vehicles.

46. Irreparable Harm: Plaintiff will suffer irreparable harm if the Autosport continues to do business and trade on the name and identify of Plaintiff.

47. No Adequate Remedy: Plaintiff has no adequate remedy at law to prohibit Autosport from continuing to conduct business.

48. Substantial Likelihood of Success on the Merits: Plaintiff has a substantial likelihood of success on the merits of this case.

49. Public Interest: It is in the public's interest to enjoin Autosport from continuing to do business as it improperly diverted consumer's deposits.

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WHEREFORE, Plaintiff demands judgment in its favor and against Shiraaz, Devika and Autosport, and for any such further relief this Court deems proper and just.

DATED: September 6, 2018.

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