

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

FELLOW ASSETS INC. and  
M & L LUXURY CARS INC.

Plaintiffs

versus

SHIRAAZ SOOKRALLI, VIMLA K.  
SOOKRALLI, RAMPAGE MOTORS,  
INC., COPANS MOTORS INC. d/b/a  
CHAMPION MOTORSPORT and  
CHAMPION MOTORSPORT, INC.

Defendants

CIVIL DIVISION

CASE NO. CACE17-018141

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**AMENDED COMPLAINT**

NOW COME, the Plaintiffs, Fellow Assets, Inc., and M & L Luxury Cars Inc., by and through the undersigned counsel and sue the Defendants, Shiraz Sookralli, Vimla K. Sookralli, Rampage Motors, Inc., Copans Motors, Inc., d/b/a Champion Motorsport and Champion Motorsport, Inc., and as grounds therefore would show as follows:

**JURISDICTION/VENUE ALLEGATIONS**

1. This is an action for damages in excess of Fifteen Thousand and no/100 Dollars and is thus within the jurisdiction of this court.
2. The Plaintiffs have filed this action, rendering said Plaintiffs subject to the jurisdiction of the Court.
3. The Defendants, Shiraz Sookralli and Vimla K. Sookralli, are residents of Broward County, Florida and are sui juris.

4. The Defendant, Rampage Motors, Inc., is a Florida corporation doing business in Broward County, Florida and is sui juris.

5. The Defendant, Copans Motors Inc. does business under the fictitious name of Champion Motorsport and does business in Broward County, Florida

6. The Defendant, Champion Motorsport, Inc. is a Florida corporation doing business in Broward County, Florida and is sui juris.

### FACTUAL ALLEGATIONS

7. The Defendants, Shiraz Sookralli and Vimla K. Sookralli, are the officers, directors and shareholders of Rampage Motors, Inc.

8. The Defendant, Shiraz Sookralli is a salesperson and agent for:

A. Copans Motors Inc. which does business under the fictitious name of Champion Motorsport located at 500 W. Copans Road, Pompano Beach, Florida; and

B. Champion Motorsport, Inc. which does business also at 500 W. Copans Road, Pompano Beach, Florida.

9. Rampage Motors Inc., was an entity formed and used by the Defendants, Shiraz Sookralli and Vimla K. Sookralli, as follows:

A. First, the requisite formalities for the running of the corporation were not the subject of compliance (i.e. applicable meetings, resolutions, books and records, annual filings and compliance as required under the Florida Statutes);

B. Second, the said corporation was severely undercapitalized and used as a sham to attempt to avoid liability and defraud the Plaintiffs in this matter as hereinafter set forth;

C. Third, the said corporation was used for an improper purpose (i.e. to defraud the Plaintiffs of the funds hereinafter described and set forth).

10. Ostensibly, Shiraaz Sookralli and Vimla K. Sookralli, claimed to be the operators of a luxury automobile sale company (Rampage Motors, Inc.) specializing in high end vehicles.

**COUNT I: CLAIM FOR BREACH OF CONTRACT BY CHAMPION**

11. The allegations of paragraphs 1-3,5,6 and 8 are realleged. The allegations plead herein are alleged in the alternative to the allegations set forth In Counts II and III.

12. On July 6, 2016, Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc. by and through its salesperson, Shiraaz Sookralli, entered into a Buyer's Order (Exhibit 1) with M & L Luxury Cars Inc. for the following terms:

A. M & L Luxury Cars Inc. was required to pay the sum of \$576,414.00 unto Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc consisting of (a) \$350,000.00 deposit; and (b) the remainder (\$226,414.00) upon delivery of the said vehicle.

B. Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc. was required to deliver the said black Porsche described in said Exhibit 1.

C. In accordance with said Buyer's Order, M & L Luxury Cars Inc., paid the sum of \$350,000.00 deposit.

D. In violation of the said Buyer's Order, the vehicle described therein was not delivered by Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc.

E. As a consequence of the Defendant(s), Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc. failure to deliver

the said Black Porsche, said Defendants violated the terms and provisions of the agreement.

13. The Plaintiff, M & L Luxury Cars Inc, complied with all conditions precedent to the institution of this action.

14. The Defendant(s), Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc., failure to deliver the said vehicle described in the agreement constituted a breach and default under the terms of said agreement (Exhibit 1).

15. Thereafter, the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc. conceded that said defendant(s) had breached the agreement and agreed to repay the \$350,000.00 unto the Plaintiff, M & L Luxury Cars Inc.

16. As a consequence of the foregoing acknowledgement by the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc., paid the sum of \$150,000.00 (two wire transfers of \$75,000.00 each) and agreed to repay the balance forthwith; however, said repayment has not occurred.

17. As a consequence of the breach of the agreement by the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and/or Champion Motorsport, Inc., the Plaintiff, M & L Luxury Cars Inc. has been damaged in an amount equal to the deposit not re-paid of \$200,000.00 (\$350,000.00 less \$150,000.00) and prejudgment interest which has accrued thereon.

18. Plaintiff, M & L Luxury Cars Inc. has retained the undersigned counsel and agreed to pay him a reasonable fee for his services.

Wherefore the Plaintiff, M & L Luxury Cars Inc. prays for judgment for damages against the Defendant(s), Copans Motors Inc. d/b/a Champion Motorsport

and/or Champion Motorsport, Inc. as set forth herein, prejudgment interest, attorney fees as permitted under Florida Law, costs and such further relief as the court may deem to be just and proper.

## COUNT II FRAUD

19. The allegations provided under paragraphs 1-3, 5,6 and 8 are hereby realleged. The allegations plead herein are alleged in the alternative to Counts I and III.

20 The Defendants, Shiraaz Sookralli as well as Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., orally and in writing represented as set forth above that said Defendants were the owners of the vehicle described therein. Furthermore, said Defendants, orally and in writing represented as set forth above that they were transferring and providing the afore-described vehicle unto the Plaintiffs.

21. The Defendants, Shiraaz Sookralli as well as Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., made the afore-described representations with the specific intent to defraud the Plaintiffs of the payment of the \$350,000.00 deposit and knew that the representation was false at the time said representation was made.

22. The representation made herein was made for the purposes of inducing the Plaintiff, M & L Luxury Cars Inc. to rely on said representation, which said Plaintiff did to its own detriment.

23 In reliance on the specifically intended false representation, the Plaintiff, M & L Luxury Cars Inc., paid the deposit of \$350,000.00 unto the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., which was to M & L Luxury Cars Inc.'s detriment.

24. As a consequence, of the foregoing fraud, the Plaintiff, M & L Luxury Cars Inc., was damaged to the extent of the payment of deposit, interest thereon at the legal rate and attorney fees.

25. The Plaintiff has been required to retain the undersigned counsel to institute this action.

WHEREFORE, the Plaintiff, M & L Luxury Cars Inc. prays for judgment against the Defendants, Shiraz Sookralli as well as Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

### **COUNT III: UNJUST ENRICHMENT**

26. The allegations provided under paragraphs 1-3, 5,6 and 8 are hereby realleged. The allegations of this Count III are plead in the alternative to Counts I and II.

27. The Defendants, Shiraz Sookralli as well as Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., orally and in writing represented as set forth above that said Defendants were the owners of the vehicle described therein. Furthermore, said Defendants, orally and in writing represented as set forth above that they were transferring and providing the afore-described vehicle unto the Plaintiffs.

28. The Defendants, Shiraz Sookralli as well as Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., made the afore-described representations to induce and cause the reliance by said Plaintiff for the Plaintiffs of the payment of the \$350,000.00 deposit and knew that the representation was false at the time said representation was made.

29. In reliance on the foregoing and in accordance with the request and in accordance with the request of the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc. received and were paid the deposit of \$350,000.00 unto the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., by M & L Luxury Cars Inc.

30. As a consequence of the foregoing, the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc., were unjustly and wrongfully enriched and benefitted to the detriment of the Plaintiff, M & L Luxury Cars, Inc.

31. It is inequitable that the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc, should not be required to repay such amounts.

WHEREFORE, the Plaintiff, M & L Luxury Cars Inc. prays for judgment against the Defendants, Copans Motors Inc. d/b/a Champion Motorsport and Champion Motorsport, Inc, plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

#### **COUNT IV; BREACH OF AGREEMENT BY RAMPAGE**

32. The allegations of paragraphs 1-4, 7, 9, and 10 are realleged.

33. On September 20, 2016, Rampage Motors Inc. entered into a Retail Buyer's Order (Exhibit 2) with M & L Luxury Cars Inc. for the following terms:

A. M & L Luxury Cars Inc. was required to pay the sum of \$560,200.00 unto Rampage Motors Inc.

B. Rampage Motors Inc. was required to deliver the said white Porsche described in said Exhibit 2.

C. In accordance with said Retail Buyer's Order, all amounts required to be paid under said Exhibit 2 were paid by M & L Luxury Cars Inc.

D. Thereafter, the white Porsche described in said Exhibit 2 was delivered by Rampage Motors Inc. unto the Plaintiff, M & L Luxury Cars Inc.

E. The amount paid by M & L Luxury Cars Inc. exceeded the Manufacturer's Suggested Retail Price by \$350,000.00.

F. Thereafter, the Plaintiff, M & L Luxury Cars Inc. was unable to immediately sell said white Porsche as intended and met with the Defendant, Rampage Motors Inc.

34. On May 5, 2017, the Plaintiff, M & L Luxury Cars Inc. and the Defendant Rampage Motors, Inc. wherein the Plaintiff, M & L Luxury Cars Inc. claimed that said Defendant had overcharged on the price of the vehicle and threatened to take appropriate action.

A. In order to settle their differences, the Defendant, Rampage Motors Inc., and Plaintiff agreed that a sum of \$350,00000 would be paid by the Defendant, Rampage Motors, Inc., in full satisfaction of such claims. Said amount was to be paid on or before May 30, 2017.

B. In conjunction with the agreement, the Plaintiff, M & L Luxury Cars Inc. forebore from proceeding with such claims and agreed to the acceptance of such offer;

C. Defendant, Rampage Motors Inc. agreed to pay said amount.

i. The agreement was made on May 5, 2017 by the representative of Rampage Motors Inc. (Shiraz Sookralli) orally with the representatives of M & L Luxury Cars Inc. (i.e. Jose "Pepe" Velazquez).

D. The Defendant, Rampage Motors Inc., failed to pay the amount agreed upon and thus defaulted under the terms of the agreement of the parties.



E. The Defendant, Rampage Motors Inc. failure to pay the amount agreed upon constituted a default entitling the Plaintiff, M & L Luxury Cars Inc to judgment for damages.

35. As a consequence, the Defendant, Rampage Motors Inc. breached the foregoing agreement causing damages as set forth and prejudgment interest.

WHEREFORE, the Plaintiff, M & L Luxury Cars Inc. prays for judgment against the Defendant, Rampage Motors Inc. plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

## **COUNT V**

### **I: BAD CHECK 201**

36. The allegations provided under Jurisdiction/Venue Allegations are hereby realleged.

37. On May 12, 2017, the defendant, Shiraz Sookralli, executed a written order for the payment of \$75,000.00 commonly called a check, a copy being attached as Exhibit "3", payable to the order of the Plaintiff, Fellow Assets Inc. and delivered it to said Plaintiff.

38. The check was presented for payment to the drawee bank but payment was refused.

39. Plaintiff, Fellow Assets Inc., holds the check and it has not been paid.

40. The Defendant, Shiraz Sookralli, owe the Plaintiff, Fellow Assets Inc., \$75,000.00 that is due with interest from May 12, 2017 on the check.

41. In accordance with Florida Statute 68.065, the Plaintiff, Fellow Assets Inc. served the notice attached as Exhibit 4.

42. The Plaintiff, Fellow Assets Inc. has complied with all conditions precedent to this action.

43. The Plaintiff, Fellow Assets Inc., has retained counsel and agreed to pay a reasonable fee for said services.

WHEREFORE, the Plaintiff, Fellow Assets Inc., prays for Judgment against the Defendant, Shiraz Sookralli , treble damages per Florida Statute 68.065, plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

### **COUNT VI: BAD CHECK 202**

44. The allegations provided under Jurisdiction/Venue Allegations are hereby realleged.

45. On May 17, 2017, the Defendant, Shiraz Sookralli , executed a written order for the payment of \$75,000.00 commonly called a check, a copy being attached as Exhibit "5", payable to the order of the Plaintiff, Fellow Assets Inc. and delivered it to said Plaintiff.

46. The check was presented for payment to the drawee bank but payment was refused.

47. Plaintiff, Fellow Assets Inc., holds the check and it has not been paid.

48. The Defendant, Shiraz Sookralli, owe the Plaintiff, Fellow Assets Inc. \$75,000.00 that is due with interest from May 17, 2017 on the check.

49. In accordance with Florida Statute 68.065, the Plaintiff, Fellow Assets Inc. served the notice attached as Exhibit 6

50. The Plaintiff, Fellow Assets Inc. has complied with all conditions precedent to this action.

51. The Plaintiff, Fellow Assets Inc., has retained counsel and agreed to pay a reasonable fee for said services.

WHEREFORE, the Plaintiff, Fellow Assets Inc., prays for Judgment against the Defendant, Shiraz Sookralli , treble damages, plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

### **COUNT VII: BAD CHECK 1033**

52. The allegations provided under Jurisdiction/Venue Allegations are hereby realleged.

53. On May 19, 2017, the Defendants, Shiraaz Sookralli and Rampage Motors, Inc., executed a written order for the payment of \$200,000.00 commonly called a check, a copy being attached as Exhibit "7", payable to the order of the Plaintiff, Fellow Assets Inc. and delivered it to said Plaintiff.

54. The check was presented for payment to the drawee bank but payment was refused.

55. Plaintiff, Fellow Assets Inc., holds the check and it has not been paid.

56. The Defendants, Shiraaz Sookralli and Rampage Motors, Inc., owe the Plaintiff, Fellow Assets Inc., \$200,000.00 that is due with interest from May 19, 2017 on the check.

57. In accordance with Florida Statute 68.065, the Plaintiff, Fellow Assets Inc. served the notice attached as Exhibit 8.

58. The Plaintiff, Fellow Assets Inc. has complied with all conditions precedent to this action.

59. The Plaintiff, Fellow Assets Inc., has retained counsel and agreed to pay a reasonable fee for said services.

WHEREFORE, the Plaintiff, Fellow Assets Inc. prays for Judgment against the Defendants, Shiraaz Sookralli and Rampage Motors, Inc., treble damages, plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

### **COUNT VIII: BAD CHECK 1032**

60. The allegations provided under Jurisdiction/Venue Allegations are hereby realleged.

61. On May 15, 2017, the Defendants, Shiraz Sookralli and Rampage Motors Inc., executed a written order for the payment of \$150,000.00 commonly called a check, a copy being attached as Exhibit "9", payable to the order of the Plaintiff, Fellow Assets Inc. and delivered it to said Plaintiff.

62. The check was presented for payment to the drawee bank but payment was refused.

63. Plaintiff, Fellow Assets Inc., holds the check and it has not been paid.

64. The Defendants, Shiraz Sookralli and Rampage Motors Inc., owe the Plaintiff, Fellow Assets Inc. \$150,000.00 that is due with interest from May 15, 2017 on the check.

65. In accordance with Florida Statute 68.065, the Plaintiff, Fellow Assets Inc. served the notice attached as Exhibit 10.

66. The Plaintiff, Fellow Assets Inc. has complied with all conditions precedent to this action.

67. The Plaintiff, Fellow Assets Inc., has retained counsel and agreed to pay a reasonable fee for said services.

WHEREFORE, the Plaintiff, Fellow Assets Inc. prays for judgment against the Defendants, Shiraz Sookralli and Rampage Motors Inc., treble damages plus prejudgment interest, costs and attorney fees and such further relief as the court may deem to be just and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing was provided thru the e-filing portal on this 22<sup>nd</sup> day of February, 2018 unto ROY A. DIAZ, ESQUIRE, SHD Legal Group, P.A., 499 NW 70<sup>th</sup> Avenue, Suite 309, Ft. Lauderdale, FL 33317 (answers@shdlegalgroup.com).

Law Offices of Victor K. Rones, P.A.  
Attorney for Plaintiffs  
16105 N.E. 18<sup>th</sup> Avenue  
North Miami Beach, FL 33162  
Phone: (305) 945-6522  
Law@victorkronespa.com

By: \_\_\_\_\_

Victor K. Rones, Esquire  
FBN: 245178

## EXHIBITS

- |              |                      |
|--------------|----------------------|
| Exhibit "1"  | Purchase Order       |
| Exhibit "2"  | Retail Buyer's Order |
| Exhibit "3"  | Check 201            |
| Exhibit "4"  | Check 202            |
| Exhibit "5"  | Check 1033           |
| Exhibit "6"  | Check 1032           |
| Exhibit "7"  | Check 201 Letter     |
| Exhibit "8"  | Check 202 Letter     |
| Exhibit "9"  | Check 1033 Letter    |
| Exhibit "10" | Check 1032 Letter    |

**Exhibit "1"**





**Exhibit "2"**

In accordance with Rule 15C-18.006(5), Florida Administrative Code, disclosure of the Electronic Filing System Service Fee is to be displayed in a conspicuous manner on the Buyer's Order. The format of this document may vary among dealerships.

RAMPAGE MOTORS INC. 840 N DIXIE HIGHWAY HOLLYWOOD FL 33020

DATE 09/20/2016

RETAIL BUYER'S ORDER

Customer Information: M & L LUXURY CARS INC, 1100 S DIXIE HIGHWAY, POMPANO BEACH, FL 33060

Vehicle Information: 2016 PORSCHE 911R, 34, WHITE, CPE

NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE: This new demonstration or executive vehicle is not AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied...

USED VEHICLE DISCLOSURE: This used vehicle has been previously driven by others and Dealer has not made any representation regarding the vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer...

The vehicle was previously a rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, gler, etc. or replica of flood vehicle.

TRADE-IN: Private Trade / Lease Walk Away. Year, Make, Model, Color, VIN, Mileage.

TRADE-IN 2: Private Trade / Lease Walk Away. Year, Make, Model, Color, VIN, Mileage.

TRADE-IN 3: Private Trade / Lease Walk Away. Year, Make, Model, Color, VIN, Mileage.

TRADE-IN 4: Private Trade / Lease Walk Away. Year, Make, Model, Color, VIN, Mileage.

TRADE-IN 5: Private Trade / Lease Walk Away. Year, Make, Model, Color, VIN, Mileage.

ARBITRATION AND LIMITATION ACKNOWLEDGEMENTS: The parties agree to arbitrate all claims to binding arbitration as set forth in paragraph 11 of the reverse side...

PURCHASE INFORMATION table: Cash Price of Vehicle \$57,700.00, Accessories, Subtotal \$57,700.00, Less Pre-owned Allowance for Discount, Net Vehicle Price, Pre-delivery Service Fee, Electronic Registration Filing Fee, Load Acid Battery Fee, Florida New Tire Fee (\$1.00 per tire), Subtotal \$57,700.00, Sales Tax, County Tax, Lemon Law - Warranty Enforcement Act (New cars only), Florida Title, Registration and License Fees (New Cars - Trans), Trade Pay-off: Balance on Prior Lease, Subtotal \$57,700.00, Motor Vehicle Service Contract, Vehicle Maintenance Agreements, Transportation \$2500.00, Sites Tax on Other Benefits, GRAND TOTAL \$60,200.00, Rebate, Cash (Receipt #) W/C \$57,000.00, Total Cash Down, BALANCE DUE ON DELIVERY \$200.00

FINANCING NEGOTIATION / APPROVAL: Customer may obtain financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be assigned to a bank or finance company (a finance company) at the time of purchase...

Customer Signature: [Signature] Dealer Signature: [Signature]

Customer Signature: [Signature] Dealer Signature: [Signature]

**Exhibit "3"**

06/01/2017

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON - A NOT SUFFICIENT FUNDS

NSF

SHIRAAZ SOOKRALLI  
831 NW 115TH AVENUE  
PLANTATION, FL 33325

63-8413 5494  
2670

201

DATE 5/12/17

PAY TO THE ORDER OF Yellow Assets, Inc. \$ 7500.<sup>00</sup>

Seventy five thousand DOLLARS

J.P.Morgan  
Founded 1799  
JPMorgan Chase Bank, N.A.  
Palm Beach, Florida

Sookralli

MEMO  
[REDACTED]  
[REDACTED]  
[REDACTED]



↓ Do not endorse or write below this line. ↓

06934  
Pay to Morgan Stanley Smith Barney.  
ABS OF ENDORSE GUAR. For Deposit Only (P.E.G)  
Morgan Stanley Smith Barney



**Exhibit "4"**

06/01/2017

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON - A NOT SUFFICIENT FUNDS

NSF

SHIRAZ SOOKRALLI  
831 NW 115TH AVENUE  
PLANTATION, FL 33325

63-8413  
2870 5494

202

DATE 5/17/17

PAY TO THE ORDER OF

Fellow Grato INC

\$15000<sup>00</sup>

Shiraz Sookralli

DOLLARS

J.P.Morgan

Founded 1799  
JPMorgan Chase Bank, N.A.  
Palm Beach, Florida

Shiraz Sookralli

MEMO

[REDACTED]



↓ Do not endorse or write below this line. ↓



Pay to Morgan Stanley Smith Barney.  
ABS OF ENDORSE GUAR. For Deposit Only (P.E.G)  
Morgan Stanley Smith Barney



0000 001255



**Exhibit "5"**

442.


# CLOSED ACCOUNT

Do Not Re-deposit

05/31/2017

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON - D  
CLOSED ACCOUNT

RAMPAGE MOTORS INC. 646 N DIXIE HWY., UNIT 074 HOLLYWOOD, FL 33020		1033
DATE <u>5/19/17</u>		63-2412 41753 2570
PAY TO THE ORDER OF <u>Fellow Assets Inc.</u>	<u>\$ 200,000</u>	.00
<u>Two hundred thousand</u>	<u>200/100</u>	DOLLARS
CHASE  JP Morgan Chase Bank, N.A. www.chase.com	<u>Stokrah</u>	
FOR	[REDACTED]	

⑈001033⑈

[REDACTED]



↓ Do not endorse or write below this line

Redacted area in the middle of the page.

A solid black rectangular redaction box located in the middle of the page, within a larger rectangular frame.

**Exhibit "6"**

05/09/2017

This is a LEGAL COPY  
of your check. You can  
use it the same way  
you would use the  
original check.

RETURN REASON - D  
CLOSED ACCOUNT

# CLOSED ACCOUNT

Do Not Re-deposit

RAMPAGE MOTORS INC.  
840 N. DIXIE HWY., UNIT 674  
HOLLYWOOD, FL 33020

1032

DATE 5/5/17

63-843  
41753

PAY  
TO THE  
ORDER OF

Fellow Assets Inc.

One hundred fifty thousand

\$ 150,000.00

DOLLARS

CHASE  
JPMorgan Chase Bank, N.A.  
www.Chase.com

*Sheekrell*

FOR

[REDACTED]

L 1000019 05/05/2017  
000000383271808 RR - D  
111900057 05/05/2017  
5480771183 RR - D  
\*122105278\* 05/09/2017  
3332881199 RR - D

Do not endorse or write below this line

442027048 #226904002 BRANCH:442 Box 200634  
Pay to Morgan Stanley Smith Barney.  
ABS OF ENDORSE GUAR For Deposit Only (P.E.G)  
#4121880359 Morgan Stanley Smith Barney

>121000248< 05/05/2017  
005052289040002

**Exhibit "7"**

Law Offices

VICTOR K. RONES, P.A.

Victor K. Rones, Esq.

16105 N.E. 18th Avenue  
North Miami Beach, FL 33162  
Phone (305) 945-6522  
Facsimile (305) 940-2277  
Law@victorkronespa.com

August 25, 2017

Shiraz Sookralli  
831 NW 115 Avenue  
Plantation Acres, FL 33325

Via Regular Mail & Certified Mail  
RRR 7016 2070 0000 7375 3837

Re: Check No.: 201 for \$75,000.00 NSF to Fellow Assets Inc.

Dear Ms. Sookralli:

This firm has been retained to proceed for collection of the NSF check referenced above and payable unto Fellow Assets Inc.. You are hereby notified that a check in the face amount of 75,000.00 issued by you on May 12, 2017 drawn upon JPMorgan Chase Bank, N.A., and payable to Fellow Assets Inc. has been dishonored.

Pursuant to Florida Statute 68.065, demand is made for the payment in cash of the full amount of the dishonored payment instrument (i.e. \$75,000.00), plus a service charge of \$3,750.00 (five (5%) percent of the face amount of the dishonored instrument), the total amount due being \$78,750.00. Unless this amount is paid in full within the 30-day period provided under the statute, the holder of the dishonored payment instrument may file a civil action against you for three times the amount of the dishonored instrument, in addition to the payment of the dishonored instrument plus any court costs, reasonable attorney fees, and any bank fees incurred by the payee in taking the action.

**Notice Under The Fair Debt Collection Practices Act**

**This is an attempt to collect a debt. Pursuant to Federal & Florida Fair Debt Collections Law, unless within thirty days after receipt of this notice/letter**



you dispute the validity of the amounts due, or any portion thereof, the amount due will be assumed to be valid. If you notify this office within the thirty day period that the amounts due or any portion thereof is disputed, this office will obtain verification of the amounts due and verification will be mailed to you by this office. We are attempting to collect the above debt and any information obtained will be used for that purposes. If you dispute the amount due, please submit any documentation or evidence that you have in support of your contention that the amounts due are not correct.

Please govern yourself accordingly.

Yours truly,

By: 

Victor K. Rones

VKR/hg

cc: Client

**Exhibit "8"**

Law Offices

VICTOR K. RONES, P.A.

Victor K. Rones, Esq.

16105 N.E. 18th Avenue  
North Miami Beach, FL 33162  
Phone (305) 945-6522  
Facsimile (305) 940-2277  
Law@victorkronespa.com

August 25, 2017

Shiraaaz Sookralli  
831 NW 115 Avenue  
Plantation Acres, FL 33325

Via Regular Mail & Certified Mail  
RRR 7016 2070 0000 7375 3844

Re: Check No.: 202 for \$75,000.00 NSF to Fellow Assets Inc.

Dear Ms. Sookralli:

This firm has been retained to proceed for collection of the NSF check referenced above and payable unto Fellow Assets Inc.. You are hereby notified that a check in the face amount of 75,000.00 issued by you on May 17, 2017 drawn upon JPMorgan Chase Bank, N.A., and payable to Fellow Assets Inc. has been dishonored.

Pursuant to Florida Statute 68.065, demand is made for the payment in cash of the full amount of the dishonored payment instrument (i.e. \$75,000.00), plus a service charge of \$3,750.00 (five (5%) percent of the face amount of the dishonored instrument), the total amount due being \$78,750.00. Unless this amount is paid in full within the 30-day period provided under the statute, the holder of the dishonored payment instrument may file a civil action against you for three times the amount of the dishonored instrument, in addition to the payment of the dishonored instrument plus any court costs, reasonable attorney fees, and any bank fees incurred by the payee in taking the action.

**Notice Under The Fair Debt Collection Practices Act**

**This is an attempt to collect a debt. Pursuant to Federal & Florida Fair Debt Collections Law, unless within thirty days after receipt of this notice/letter**

you dispute the validity of the amounts due, or any portion thereof, the amount due will be assumed to be valid. If you notify this office within the thirty day period that the amounts due or any portion thereof is disputed, this office will obtain verification of the amounts due and verification will be mailed to you by this office. We are attempting to collect the above debt and any information obtained will be used for that purposes. If you dispute the amount due, please submit any documentation or evidence that you have in support of your contention that the amounts due are not correct.

Please govern yourself accordingly.

Yours truly,

By: 

Victor K. Rones

VKR/hg

cc: Client

**Exhibit "9"**

Law Offices

VICTOR K. RONES, P.A.

Victor K. Rones, Esq.

16105 N.E. 18th Avenue  
North Miami Beach, FL 33162  
Phone (305) 945-6522  
Facsimile (305) 940-2277  
Law@victorkronespa.com

August 25, 2017

Rampage Motors Inc.  
640 N Dixie Highway Unit 674  
Hollywood, Fla 33020

Shiraz K. Sookralli  
831 NW 115 Avenue  
Plantation Acres, FL 33325

Via Regular Mail & Certified Mail    Via Regular & Certified Mail  
RRR [REDACTED] 3851 RRR 7016 2070 0000 7375 3868

Re: Check No.: 1033 for \$200,000.00 NSF to Fellow Assets Inc.

Dear Ms. Sookralli, Individually and as President:

This firm has been retained to proceed for collection of the NSF check referenced above and payable unto Fellow Assets Inc.. You are hereby notified that a check in the face amount of \$200,000.00 issued by you on behalf of Rampage Motors Inc. on May 19, 2017 drawn upon JPMorgan Chase Bank, N.A., and payable to Fellow Assets Inc. has been dishonored.

Pursuant to Florida Statute 68.065, demand is made for the payment in cash of the full amount of the dishonored payment instrument (i.e. \$200,000.00), plus a service charge of \$10,000.00 (five (5%) percent of the face amount of the dishonored instrument), the total amount due being \$210,000.00. Unless this amount is paid in full within the 30-day period provided under the statute, the holder of the dishonored payment instrument may file a civil action against you for three times the amount of the dishonored instrument, in addition to the payment of the dishonored instrument plus any court costs, reasonable attorney fees, and any bank fees incurred by the payee in taking the action.

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Please govern yourself accordingly.

Yours truly,

By: 

Victor K. Rones

VKR/hg

cc: Client

**Exhibit "10"**



Law Offices

VICTOR K. RONES, P.A.

Victor K. Rones, Esq.

16105 N.E. 18th Avenue  
North Miami Beach, FL 33162  
Phone (305) 945-6522  
Facsimile (305) 940-2777  
Law@victorkronespa.com

August 25, 2017

Rampage Motors Inc.  
640 N Dixie Highway Unit 674  
Hollywood, Fla 33020

Shirraaz K. Sookralli  
831 NW 115 Avenue  
Plantation Acres, FL 33325

Via Regular Mail & Certified Mail  
RRR [REDACTED] 3875

Via Regular & Certified Mail  
RRR 7016 2070 0000 7375 3882

Re: Check No.: 1032 for \$150,000.00 NSF to Fellow Assets Inc.

Dear Ms. Sookralli, Individually and as President:

This firm has been retained to proceed for collection of the NSF check referenced above and payable unto Fellow Assets Inc.. You are hereby notified that a check in the face amount of \$150,000.00 issued by you on behalf of Rampage Motors Inc. on May 15, 2017 drawn upon JPMorgan Chase Bank, N.A., and payable to Fellow Assets Inc. has been dishonored.

Pursuant to Florida Statute 68.065, demand is made for the payment in cash of the full amount of the dishonored payment instrument (i.e. \$150,000.00), plus a service charge of \$7,500.00 (five (5%) percent of the face amount of the dishonored instrument), the total amount due being \$157,500.00. Unless this amount is paid in full within the 30-day period provided under the statute, the holder of the dishonored payment instrument may file a civil action against you for three times the amount of the dishonored instrument, in addition to the payment of the dishonored instrument plus any court costs, reasonable attorney fees, and any bank fees incurred by the payee in taking the action.

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Please govern yourself accordingly.

Yours truly,

By: 

Victor K. Rones

VKR/hg

cc: Client