

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.:

PLASTIQUIM, S.A., a foreign
Corporation and MAURICIO NEME,
individually

Plaintiffs,

v.

JOHN CHRISPTOPHER POLIT, CARLOS POLIT,
VENTURE OVERSEAS, LLC, a foreign corporation;
ODEBRECHT S.A., a foreign corporation; ODEBRECHT
CONSTRUCTION, INC., ODEBRECHT
GLOBAL SOURCING, INC., ODEBRECHT
ECUADOR, INC. and KLEINFELD SERVICES LIMITED, a
foreign corporation;

Defendants.

COMPLAINT FOR DAMAGES

Plaintiffs, PLASTIQUIM, S.A. and MAURICIO NEME, (hereinafter respectively referred to as "PLASTIQUIM" and "NEME" and collectively as "Plaintiffs"), by and through undersigned counsel, file their Complaint and sue Defendants, JOHN CHRISOPHER POLIT, CARLOS POLIT, VENTURE OVERSEAS, LLC, ODEBRECHT S.A., ODEBRECHT CONSTRUCTION, INC., ODEBRECHT GLOBAL SOURCING, INC., ODEBRECHT ECUADOR, INC. and KLEINFELD SERVICES LIMITED (hereinafter respectively referred to as "J.C. POLIT," "C. POLIT," "VENTURE," "ODEBRECHT," "ODEBRECHT CONSTRUCTION," "ODEBRECHT GLOBAL," "ODEBRECHT ECUADOR," AND

“KLEINFELD” and collectively as “Defendants”) and states as follows:

JURISDICTION AND PARTIES

1. This Court has jurisdiction as this action relates to matters arising in Miami-Dade County, Florida.
2. Venue is appropriate in Miami-Dade County, Florida pursuant to Florida Statute §47.011 given that NEME presently resides in Miami-Dade County, Florida; J.C. POLIT and C. POLIT reside in Miami-Dade County, Florida; and because the acts giving rise to the causes of action described herein occurred and/or accrued in Miami-Dade County, Florida.
3. This is an action for damages in excess of Fifteen Thousand (\$15,000.00) Dollars exclusive of interest, costs, and attorney’s fees
4. Plaintiff, NEME, is a resident of Miami-Dade County, Florida, who is over the age of 18 and is otherwise sui juris.
5. Plaintiff, PLASTIQUIM, is a foreign company originally incorporated under the laws of Ecuador doing business in the field of manufacturing of plastics. PLASTIQUIM did business throughout the world, including in Miami-Dade County, Florida, but was based in Ecuador with its principal place of business located at Via a Daule 11, El Sauce Building, Guayaquil, Ecuador. Although not currently registered to or authorized to do business in the State of Florida, PLASTIQUIM’s contacts with the State of Florida are substantial and are not isolated.
6. At all times material hereto, Defendant JOHN CRISTOPHER POLIT was a resident of Miami, Florida, who is over the age of 18 and is otherwise sui juris.
7. At all times material hereto, Defendant CARLOS POLIT was a resident of the Miami, Florida who is over the age of 18 and is otherwise sui juris.

8. At all times material hereto, Defendant, VENTURE OVERSEAS, LLC was a foreign company incorporated under the laws of the State of Delaware. Defendant VENTURE's principal place of business is listed care of its Registered Agent, Harvard Business Services which is located at 16192 Coastal Highway, Lewes, DE 19958.

9. At all times material hereto, KLEINFELD SERVICES LIMITED was a foreign company incorporated under the laws of Antigua with its principal place of business located at Sagicor Financial Centre, Antigua.

10. At all times material hereto, Defendant ODEBRECHT S.A. was a foreign holding company incorporated in Brazil with its principal place of business located in Salvador, State of Bahia, Brazil. ODEBRECHT is a construction, engineering and development conglomerate which operates on a global scale. Directly or through its various subsidiaries and related entities, ODEBRECHT does business in Ecuador as well as 26 other countries including the United States. Through ODEBRECHT CONSTRUCTION, INC., ODEBRECHT GLOBAL SOURCING, INC. and other U.S. registered subsidiaries of those ODEBRECHT Business Units, ODEBRECHT is very active in the U.S. construction, engineering and development business, including by directly owning and operating a number of U.S. registered wholly-owned subsidiaries. The ODEBRECHT COMPANIES knowingly and actively solicit, operate, conduct, engage in, and carry on businesses and business ventures in the State of Florida. ODEBRECHT's contacts with the State of Florida are substantial and are not isolated.

11. At all times material hereto, Defendant ODEBRECHT CONSTRUCTION, INC. (referred to along with ODEBRECHT GLOBAL SOURCING, INC. and ODEBRECHT ECUADOR collectively as the "ODEBRECHT COMPANIES") was a Florida Corporation incorporated under the laws of the State of Florida with its principal place of business located at

6605 Blue Lagoon Drive, Suite 465, Miami, FL 33126. ODEBRECHT CONSTRUCTION is a wholly owned subsidiary of ODEBRECHT. ODEBRECHT CONSTRUCTION along with the other ODEBRECHT COMPANIES is a subsidiary of ODEBRECHT engaged in the business of construction, engineering and development. ODEBRECHT CONSTRUCTION does business within the State of Florida, and in particular, in Miami-Dade County, Florida as well as abroad. ODEBRECHT CONSTRUCTION's contacts with the State of Florida are substantial and are not isolated.

12. At all times material hereto, Defendant ODEBRECHT GLOBAL was a Florida Corporation with its principal place of business located at 6605 Blue Lagoon Drive, Suite 465, Miami, FL 33126. ODEBRECHT GLOBAL is a wholly owned subsidiary of ODEBRECHT. ODEBRECHT GLOBAL along with the other ODEBRECHT COMPANIES is a subsidiary of ODEBRECHT engaged in the business of construction, engineering and development. ODEBRECHT GLOBAL does business within the State of Florida, and in particular, in Miami-Dade County, Florida as well as abroad. ODEBRECHT GLOBAL's contacts with the State of Florida are substantial and are not isolated.

13. At all times material hereto, Defendant ODEBRECHT ECUADOR was a foreign company incorporated under the laws of the Ecuador with its principal place of business located in Guayaquil, Ecuador. ODEBRECHT ECUADOR is a wholly owned subsidiary of ODEBRECHT. ODEBRECHT ECUADOR along with the other ODEBRECHT COMPANIES is a subsidiary of ODEBRECHT engaged in the business of construction, engineering and development. ODEBRECHT ECUADOR does business within the State of Florida, and in particular, in Miami-Dade County, Florida as well as abroad. ODEBRECHT ECUADOR's contacts with the State of Florida are substantial and are not isolated.

14. To the extent that any of the Defendants named in paragraphs 6 to 13 of the Complaint are not residents of the State of Florida or are foreign entities, this Court has jurisdiction over the Defendants pursuant to Florida Statute §48.193(1)(a) by virtue of the Defendants having been involved in either:

- (i) Operating, conducting, engaging in, carrying on a business or business venture in the State of Florida or having an office or agency in the State of Florida;
- (ii) Committing tortious acts in the State of Florida;
- (iii) Causing injury to persons or property within the State of Florida arising out of act(s) or omission(s) by the Defendants outside the State of Florida, if at or about the time of injury, such Defendants were engaged in solicitation or service activities within the State of Florida;

16. To the extent that any of the Defendants named in paragraphs 6 to 13 of the Complaint are not residents of the State of Florida or are foreign entities, this Court has jurisdiction over the Defendants pursuant to Florida Statute §48.193(2) by virtue of the Defendants having engaged in substantial and not isolated activity, including business activities and ventures, within the State of Florida.

17. The causes of action of this Complaint arise specifically from the Defendants' telephonic, electronic, and written communications, acts, actions, representations, misrepresentations, torts, frauds and deliberate omissions which occurred in or involve the State Florida.

18. Further, as described herein, Defendants have irreparably harmed and materially injured NEME, a resident of Florida, by and through communications, acts, actions, deliberate omissions, practices, an illicit course of conduct, and willful and purposeful violations of Florida

law, including with respect to fraud, civil RICO, civil conspiracy and Florida Deceptive and Unfair Practices Act. NEME suffered his injury, harms and damages in Miami-Dade County.

19. Jurisdiction is proper in the State of Florida and particularly in Miami-Dade County because the causes of action complained of in this Complaint arise specifically from the Defendants' tortious and fraudulent acts and conspiracies in Florida, and particularly in Miami-Dade County, the location of NEME's current home as well as the home of Defendants' C. POLIT and J.C. POLIT, and J.C. POLIT's principal place of business.

20. In addition, NEME executed and then transmitted the Agreement at issue in this Complaint to J.C. POLIT in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

21. As further described herein, the Defendants willfully conspired, and employed deceitful and manipulative acts, actions, deliberate omissions, artifices, schemes, misrepresentations, and unlawful business practices in order to illicitly hide their money-laundering schemes, by using NEME and PLASTIQUIM -- who thought they were obtaining legitimate loans -- as dupes.

22. From April through May 2014, J.C. POLIT who at the time was an investment advisor with MERRILL LYNCH, and who was known and respected in the financial community, began offering NEME and his company, PLASTIQUIM, the opportunity to obtain a business loan with an attractive interest rate.

23. At the time J.C. POLIT offered the loans to NEME and PLASTIQUIM he failed to disclose that the loan was a vehicle for a money-laundering scheme for his father, C. POLIT, and ODEBRECHT.

24. The money laundering scheme was borne out of various government contracts in

Ecuador which C. POLIT, a PetroEcuador official, assisted ODEBRECHT and ODEBRECHT ECUADOR in obtaining, and for which C.POLIT was going to be paid a kickback by ODEBRECHT and ODEBRECHT ECUADOR.

25. In order to hide the kickbacks, ODEBRECHT and ODEBRECHT ECUADOR created KLEINFELD which would offer loans to individuals recruited by J.C. POLIT. The recipients of the loans would then be directed to repay the loans to KLEINFELD's servicing agent VENTURE, a company owned and controlled by C. POLIT. VENTURE and C. POLIT would then keep the monies as payment on their illegal kickback scheme with ODEBRECHT.

26. On or about June 2014, NEME and PLASTIQUIM, at the behest and inducement of J.C. POLIT, entered into a written Loan Agreement (hereinafter, the "Agreement") with KLEINFELD. The Agreement called for KLEINFELD to loan monies to NEME and PLASTIQUIM and for payments on the loan to be made to VENTURE's accounts at SunTrust Bank in Miami, Florida.

27. Defendants scheme came to light when the Panama Papers scandal shed light on illegal payments to various Ecuadorian government officials including C. POLIT. As a result of this and other illegal activities, ODEBRECHT was indicted in Federal Court in New York, pled guilty and was sentenced to a \$4 Billion fine in United States Eastern District of New York case No. 16-643 (RJD). In that case, ODEBRECHT admitted it paid \$788 Million in bribes to government officials in various countries including to government officials in Ecuador. ODEBRECHT's chairman, Marcelo Odebrecht, was arrested in Brazil and charged with illegal kickbacks in obtaining government contracts in Brazil and abroad. Marcelo Odebrecht remains in custody. C. POLIT fled to the United States as a result of the investigations in Ecuador and because taped recordings between himself and ODEBRECHT and ODEBRECHT ECUADOR.

officials substantiating his role in the kickback scheme became public. C. POLIT was charged and convicted in Ecuador of accepting over \$7 Million in bribes from ODEBRECHT and the ODEBRECHT COMPANIES.

28. In order to carry out their bribery scheme, ODEBRECHT created the Division of Structured Operations (hereinafter referred to as "DSO"), a stand alone division within ODEBRECHT. DSO was responsible for coordinating bribes and utilized a system called Drousys for the purpose of communicating and coordinating bribes within ODEBRECHT as well with outside financial operators and co-conspirators, including KLEINFELD, J.C. POLIT, POLIT and the ODEBRECHT COMPANIES.

29. The ODEBRECHT COMPANIES also assisted in the conspiracy and bribery scheme by contributing and funneling unrecorded funds through the DSO to ODEBRECHT which, in turn, they knew were going to be used to pay the bribes at issue in this case.

30. All of the Defendants acted jointly, in concert and as agents of one another in the matters alleged herein, and the Defendants further ratified the wrongful acts of each other by, inter alia, knowingly acting and conspiring together, through misstatements of material fact and/or deliberate omissions and/or purposeful suppressions of material facts, in illicit acts of deceit, falsification, fraud and conspiracy to unjustly benefit and enrich themselves at the expense and to the detriment of NEME and PLASTIQUIM.

31. In June 2017, NEME and PLASTIQUIM for the first time became aware that they were unwilling dupes in a fraud perpetrated by Defendants as it was at this time that they became aware, and part of, an ongoing criminal investigation conducted by the Ecuadorian Government into the activities of the Defendants. Plaintiffs could not have, in the exercise of reasonable diligence, ascertained that they were a victim of the Defendants scheme until they were notified

of the criminal investigation by the Ecuadorian Government in June 2017.

32. As a result of NEME's and PLASTIQUIM's unwitting involvement in Defendant's illegal schemes, NEME and PLASTIQUIM came under investigation by Ecuadorian authorities and news of the investigation became public which caused irreparable harm to NEME and PLASTIQUIM. As a result of this irreparable harm, PLASTIQUIM's business plummeted and NEME's reputation suffered. NEME and PLASTIQUIM were also forced to hire counsel and defend themselves from allegations that they were alleged co-conspirators in Defendants' scheme.

34. There have been other victims that have come to light who were also duped by Defendants in a similar fashion including but not limited to: Inmobiliaria Cosani, a Panamanian Company.

33. All conditions precedent to the filing of this action have been satisfied, waived or excused.

34. As a result of this matter, NEME and PLASTIQUIM have retained the services of undersigned counsel and his firm to whom they are obligated to pay a reasonable fee.

CAUSES OF ACTION

FRAUD IN THE INDUCEMENT (Against Defendant J.C. POLIT)

35. NEME and PLASTIQUIM hereby adopt and re-allege the allegations contained in Paragraphs 1 through 34 as if fully and expressly set forth at herein, and further allege:

36. This is an action for Fraud in the Inducement against J.C. POLIT.

37. Beginning in April through May 2014, J.C. POLIT had conversations with NEME wherein he offered NEME and PLASTIQUIM the possibility of obtaining a loan with preferential interest rates.

38. During the conversations that took place between April through May 2014, J.C. POLIT specifically represented to NEME and PLASTIQUIM that the loans would be from legitimate and recognized sources and would be originated by a private company. J.C. POLIT deliberately omitted that the real purpose of the loans was to funnel bribes to his father C. POLIT and to launder money for the Defendants. At the time those statements were made, J.C. POLIT knew those statements were false and that the true purpose of the loans was to launder monies for bribes being paid from ODEBRECHT to his father C. POLIT. At the time those statements were made, J.C. POLIT knew that he was deliberately omitting vital information relating to the fact that the real purpose of the loans was to funnel bribes to his father C. POLIT and to launder money for the Defendants.

39. The statements and material omissions made by J.C. POLIT were made to induce NEME and PLASTIQUIM to enter into the loan Agreement, which Defendants would be using to launder the bribe payments to C. POLIT.

40. NEME and PLASTIQUIM reasonably relied on the representations made by J.C. POLIT and entered into the loan Agreement because of the representations made by J.C. POLIT that the funds for the loan came from legitimate and recognized sources. NEME and PLASTIQUIM would not have entered into the loan Agreement if they had been advised that the purpose of the loan was to launder money for the Defendants and to facilitate bribes to C. POLIT.

41. As a result of J.C. POLIT's fraudulent misrepresentations NEME and PLASTIQUIM have been damaged. As a result of NEME's and PLASTIQUIM's unwitting involvement in Defendant's illegal schemes, NEME and PLASTIQUIM came under investigation by Ecuadorian authorities and news of the investigation became public which

caused irreparable harm to NEME and PLASTIQUIM. As a result of this irreparable harm, PLASTIQUIM's business plummeted and NEME's reputation suffered. NEME and PLASTIQUIM were also forced to hire counsel and defend themselves from allegations that they were alleged co-conspirators in Defendants' scheme.

42. All NEME's and PLASTIQUIM's damages are continuing in nature and J.C. POLIT is liable to NEME and PLASTIQUIM for all the damages that he has caused.

WHEREFORE, Plaintiffs, NEME and PLASTIQUIM demand judgment against Defendant J.C. POLIT, for compensatory damages, special and consequential damages, interest, costs and for such other and further relief as this Court deems just and proper.

FRAUD

(Against Defendants J.C. POLIT, C. POLIT, OVERSEAS, ODEBRECHT, ODEBRECHT COMPANIES and KLEINFELD)

43. NEME and PLASTIQUIM hereby adopt and re-allege the allegations contained in Paragraphs 1 through 34 as if fully and expressly set forth at herein, and further allege:

44. This is an action for Fraud against Defendants.

45. Beginning in April, 2014 through June 2017, Defendants collaborated and jointly perpetrated an ongoing fraud against NEME and PLASTIQUIM by virtue of their loan to Plaintiffs. The fraud consisted of disguising bribe payments and money laundering as a legitimate loan. As a result of this fraud, Plaintiffs made what they believed to be loan payments to OVERSEAS which were in actuality bribes that were being laundered by KLEINFELD for the benefit of all of the Defendants.

46. Plaintiffs would not have entered into the loan Agreement or made payments pursuant to same had they known that the loan was actually a fraudulent way of disguising bribes and money laundering.

47. As a result of Defendants' fraudulent scheme, NEME and PLASTIQUIM have been damaged. As a result of NEME's and PLASTIQUIM's unwitting involvement in Defendant's illegal schemes, NEME and PLASTIQUIM came under investigation by Ecuadorian authorities and news of the investigation became public which caused irreparable harm to NEME and PLASTIQUIM. As a result of this irreparable harm, PLASTIQUIM's business plummeted and NEME's reputation suffered. NEME and PLASTIQUIM were also forced to hire counsel and defend themselves from allegations that they were alleged co-conspirators in Defendants' scheme.

48. All NEME's and PLASTIQUIM's damages are continuing in nature and Defendants are liable to NEME and PLASTIQUIM for all the damages that they have caused.

WHEREFORE, Plaintiffs, NEME and PLASTIQUIM demand judgment against all of the Defendants, joint and severally, for compensatory damages, special and consequential damages, interest, costs and for such other and further relief as this Court deems just and proper.

CIVIL RICO
(Against All Defendants)

49. NEME and PLASTIQUIM hereby adopt and re-allege the allegations contained in Paragraphs 1 through 34 as if fully and expressly set forth at herein, and further allege:

50. This is an action for Civil Rico against all Defendants.

51. At all times material hereto, Defendants violated 18 U.S.C. §1962 by collaborating and jointly perpetrating an ongoing fraud against NEME and PLASTIQUIM by virtue of their loan to Plaintiffs. The fraud consisted of disguising bribe payments and money laundering as a legitimate loan. As a result of this fraud, Plaintiffs made what they believed to be loan payments to OVERSEAS which were in actuality bribes that were being laundered by KLEINFELD for the benefit of all of the Defendants. Furthermore, the fraudulent scheme

required wire fraud by Defendants given that their original loan was wired into the U.S. banking system and the telephone communications between J.C. POLIT and Plaintiffs which gave rise to the fraudulently disguised loans used wire communications.

52. Defendants set up two separate companies, OVERSEAS and KLEINFELD, as distinct entities for the purposes of perpetrating their fraudulent scheme while at the same time disguising the true parties to the fraudulent scheme.

53. Defendants also violated 18 U.S.C. §1962 and perpetrated the same fraudulent acts alleged in paragraphs 1 through 52 of this Complaint against, Inmobiliaria Cosani, a Panamanian company.

54. Plaintiffs would not have entered into the loan Agreement or made payments pursuant to same had they known that the loan was a fraudulent way of disguising bribes and money laundering.

55. As a result of Defendants' fraudulent scheme and their violation of 18 U.S.C. §1962, NEME and PLASTIQUIM have been damaged. As a result of NEME's and PLASTIQUIM's unwitting involvement in Defendant's illegal schemes, NEME and PLASTIQUIM came under investigation by Ecuadorian authorities and news of the investigation became public which caused irreparable harm to NEME and PLASTIQUIM. As a result of this irreparable harm, PLASTIQUIM's business plummeted and NEME's reputation suffered. NEME and PLASTIQUIM were also forced to hire counsel and defend themselves from allegations that they were alleged co-conspirators in Defendants' scheme. The aforementioned injuries were directly caused by Defendants' violation of 18 U.S.C. §1962.

56. All NEME's and PLASTIQUIM's damages are continuing in nature and Defendants are liable to NEME and PLASTIQUIM for all the damages that they have caused.

WHEREFORE, Plaintiffs, NEME and PLASTIQUIM demand judgment against all of the Defendants, jointly and severally, for compensatory damages, special and consequential damages, interest, costs and for such other and further relief as this Court deems just and proper.

CIVIL CONSPIRACY
(Against all Defendants)

57. NEME and PLASTIQUIM hereby adopt and re-allege the allegations contained in Paragraphs 1 through 34 as if fully and expressly set forth at herein, and further allege:

58. This is an action for Civil Conspiracy against the Defendants.

59. At all material times, the Defendants conspired with each other by collaborating and jointly perpetrating an ongoing fraud against NEME and PLASTIQUIM by virtue of their loan to Plaintiffs. The fraud consisted of disguising bribe payments and money laundering as a legitimate loan. As a result of this fraud, Plaintiffs made what they believed to be loan payments to OVERSEAS which were in actuality bribes that were being laundered by KLEINFELD for the benefit of all of the Defendants. Furthermore, the fraudulent scheme required wire fraud by Defendants given that their original loan was wired into the U.S. banking system and the telephone communications between J.C. POLIT and Plaintiffs which gave rise to the fraudulently disguised loans used wire communications.

60. Defendants set up two separate companies, OVERSEAS and KLEINFELD, as distinct entities for the purposes of perpetrating their fraudulent scheme while at the same time disguising the true parties to the fraudulent scheme.

61. Defendants also civilly conspired to perpetrate the same fraudulent acts alleged in paragraphs 1 through 60 of this Complaint against, Inmobiliaria Cosani, a Panamanian company.

62. Plaintiffs would not have entered into the loan Agreement or made payments pursuant to same had they known that the loan was a fraudulent way of disguising bribes and money laundering.

63. As a result of Defendants' fraudulent scheme and their civil conspiracy, NEME and PLASTIQUIM have been damaged. As a result of NEME's and PLASTIQUIM's unwitting

involvement in Defendant's illegal schemes, NEME and PLASTIQUIM came under investigation by Ecuadorian authorities and news of the investigation became public which caused irreparable harm to NEME and PLASTIQUIM. As a result of this irreparable harm, PLASTIQUIM's business plummeted and NEME's reputation to suffer. NEME and PLASTIQUIM were also forced to hire counsel and defend themselves from allegations that they were alleged co-conspirators in Defendants' scheme. The aforementioned injuries were directly caused by Defendants' civil conspiracy.

64. All NEME's and PLASTIQUIM's damages are continuing in nature and Defendants are liable to NEME and PLASTIQUIM for all the damages that they have caused.

WHEREFORE, Plaintiffs, NEME and PLASTIQUIM demand judgment against all of the Defendants, jointly and severally, for compensatory damages, special and consequential damages, interest, costs and for such other and further relief as this Court deems just and proper.

**VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR PRACTICES ACT,
FLORIDA STATUTES §§501.204, *et seq.* (FDUTPA)
(Against Defendants)**

65. NEME and PLASTIQUIM hereby adopt and re-allege the allegations contained in Paragraphs 1 through 34 as if fully and expressly set forth at herein, and further allege:

66. This is an action for actual damages and injunctive relief, including pursuant to Chapter 501, Part II, Florida Statutes §§501.204, *et seq.* (FDUTPA), against Defendants.

67. Plaintiffs are consumers and, at all times relevant hereto, the Defendants have been engaged in "trade or commerce," as defined by §501.203(8), Fla. Stat, in the State of Florida.

68. The purpose of the *FDUTPA* is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or

unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.”
Florida Statute §501.202(2).

69. A violation of the *FDUTPA* may be based on “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” *See* §501.203(3)(c), Fla. Stat.

70. By the acts described above, the Defendants have engaged in, and continue to engage in unfair, deceptive and unconscionable acts or practices, and have engaged in unfair or deceptive acts in the conduct of its trade and/or commerce in the State of Florida in violation of the *FDUTPA*, Fla. Stat., §501.201, *et seq.*

71. The Defendants’ fraudulent scheme and their course of conduct alleged herein were intended to result in maximum profits for the Defendants, at the expense of NEME and PLASTIQUIM and to their economic and financial detriment.

72. As set forth and detailed above, through deceitful and manipulative acts, actions, deliberate omissions, artifices, schemes, misrepresentations, and course of business and practices, the Defendants have willfully and intentionally committed numerous, repeated and material tortious acts in the State of Florida against Plaintiffs within, Florida. Plaintiffs are consumers as defined by the *FDUTPA*.

73. Specifically, Plaintiffs were given a fraudulent loan to disguise their bribe and money laundering scheme. That loan originated from Florida. The false, misleading or incomplete information regarding the fraudulent loan by Defendants were disseminated from Florida. Defendants knew that said false information would be relied on by consumers like Plaintiffs to their detriment.

74. The unfair and unlawful deceptive and unfair acts and practices of the Defendants

has directly, foreseeably, and proximately caused and will to continue to cause material and irreparable damages and injuries to Plaintiffs.

75. The Defendants' actions, deliberate omissions and failure to act, and the above described course of fraudulent conduct and fraudulent concealment, constitute acts, uses, or employment by the Defendants of unconscionable commercial practices, deception, fraud, false pretenses, misrepresentations, and the knowing concealment, suppression or omission of material facts in connection with the commercial activities of the Defendants is in violation of the consumer protection statutes listed herein and/or pursuant to the applicable sections of other Florida consumer protection acts.

76. Plaintiffs have suffered injury in fact and has lost a material sum of money as a result of the Defendants' deceptive and unfair trade practices as contemplated by Florida Statute §501.204 in an amount that is currently unknown, including but not limited to the substantial loss of economic and financial potential.

78. Plaintiffs have suffered and will continue to suffer irreparable harm if the Defendants continues to engage in such deceptive, unfair and unconscionable practices.

WHEREFORE, Plaintiffs, NEME and PLASTIQUIM demand judgment against all of the Defendants, jointly and severally, for compensatory damages, special and consequential damages, interest, costs and attorney's fees as provided by the statute and for such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a trial by jury on all issues so triable as a matter of right.

Dated this 12th day of June, 2018.

Respectfully submitted,

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