

**IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION**

CASE NO.:

DESTIN COMPANY ONE, INC., a Florida for profit corporation, JESUS ALVAREZ, YOANIS ARIAS, JOSE LUIS COLINA COLINA, INDER JOSE SIERRALTA DAVALILLO, JOSE GAMBOA, RAMON GARCIA, CLAMENTE JIMENEZ, TULIO MATA, JOSE ANTONIO JORDAZ MIRANDA, JOSE MOLINA, ALEXANDER MORA, JESUS OQUENDO, JAVIER PEREZ, DAVID SANGRONIS, TONY SANGRONIS, JOSE VALDEZ, MENER ADOLFO OBEDIENTE, LUIS MALDONADO, JOSE GONZALEZ, ALBERTO NARANJO, JHONNY PEREZ, CARLOS SALCEDO, JUAN SUAREZ, RAMON ACOSTA, WILMER ARTUZA, VIELMAN SALAS, ORLANDO PEREZ, ANGEL DURAN, HUGO WEFER, JOSE L PEREIRA, PEDRO MARTINEZ, OMAR BERMUDEZ, JOSE CHACON, JAVIER RAMIREZ, ROMULO CHIRINOS, DOUGLAS URIBE, PEDRO ROJAS, RAFAEL DECAN, LEON MEDINA, JUAN SANCHEZ, ANGEL REYES, and CRISANTT REVILLA

Plaintiffs,

v.

IBANK CORPORATION, a foreign corporation,
and ROBERTO R. PUENTE,

Defendants,

COMPLAINT AND DEMAND FOR JURY TRIAL

COME NOW, the Defendants, DESTIN COMPANY ONE, INC., a Florida corporation,
JESUS ALVAREZ, YOANIS ARIAS, JOSE LUIS COLINA COLINA, INDER JOSE

SIERRALTA DAVALILLO, JOSE GAMBOA, RAMON GARCIA, CLAMENTE JIMENEZ, TULIO MATA, JOSE ANTONIO JORDAZ MIRANDA, JOSE MOLINA, ALEXANDER MORA, JESUS OQUENDO, JAVIER PEREZ, DAVID SANGRONIS, TONY SANGRONIS, JOSE VALDEZ, MENER ADOLFO OBEDIENTE, LUIS MALDONADO, JOSE GONZALEZ, ALBERTO NARANJO, JHONNY PEREZ, CARLOS SALCEDO, JUAN SUAREZ, RAMON ACOSTA, WILMER ARTUZA, VIELMAN SALAS, ORLANDO PEREZ, ANGEL DURAN, HUGO WEFER, JOSE L PEREIRA, PEDRO MARTINEZ, OMAR BERMUDEZ, JOSE CHACON, JAVIER RAMIREZ, ROMULO CHIRINOS, DOUGLAS URIBE, PEDRO ROJAS, RAFAEL DECAN, LEON MEDINA, JUAN SANCHEZ, ANGEL REYES, and CRISANTT REVILLA (collectively, the “Depositors” or “Plaintiffs”), and sue the Defendants, ICAPITAL GROUP, INC., a Florida for profit corporation, IBANK CORPORATION, a foreign corporation, MERFICAP, LLC., a Florida limited liability company, and ROBERTO R. PUENTE, individually, and state as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for damages in excess of Thirty Thousand Dollars (\$30,000) and within the jurisdiction of this Court.
2. Plaintiff, DESTIN COMPANY ONE INC. (“DESTIN”), is a duly organized Florida for profit corporation with its principal place of business in Miami Dade County, Florida.
3. Plaintiffs, JESUS ALVAREZ, YOANIS ARIAS, JOSE LUIS COLINA COLINA, INDER JOSE SIERRALTA DAVALILLO, JOSE GAMBOA, RAMON GARCIA, CLAMENTE JIMENEZ, TULIO MATA, JOSE ANTONIO JORDAZ MIRANDA, JOSE MOLINA, ALEXANDER MORA, JESUS OQUENDO, JAVIER PEREZ, DAVID SANGRONIS, TONY SANGRONIS, JOSE VALDEZ, MENER ADOLFO OBEDIENTE, LUIS MALDONADO, JOSE

GONZALEZ, ALBERTO NARANJO, JHONNY PEREZ, CARLOS SALCEDO, JUAN SUAREZ, RAMON ACOSTA, WILMER ARTUZA, VIELMAN SALAS, ORLANDO PEREZ, ANGEL DURAN, HUGO WEFER, JOSE L PEREIRA, PEDRO MARTINEZ, OMAR BERMUDEZ, JOSE CHACON, JAVIER RAMIREZ, ROMULO CHIRINOS, DOUGLAS URIBE, PEDRO ROJAS, RAFAEL DECAN, LEON MEDINA, JUAN SANCHEZ, ANGEL REYES, and CRISANTT REVILLA, are individuals and sui juris.

4. Defendant iBANK CORPORATION (“iBANK”) is an international banking corporation organized and licensed under the laws of a foreign country which is accepting deposits and otherwise doing business in Miami Dade County, Florida.

5. Defendant ROBERTO R PUENTE (“PUENTE”) is an individual residing in Miami Dade County, Florida, listed as a manager of iBANK, and is sui juris.

6. All actions and occurrences took place in Miami-Dade County, Florida, where venue is proper.

7. All conditions precedent to the filing of this action and to recovery hereunder have been complied with or have been waived.

COMPLAINT

8. The Plaintiffs are individual depositors of personal funds and in some cases life savings to the Defendant, iBANK who, as an international banking corporation doing business in Florida, is subject to all laws as through it were a Florida-based bank¹.

9. Between January and May 2019, PUENTE directly on behalf of iBANK, actively solicited funds for deposit from DESTIN.

¹ Fla. Stat. 663.02(1).

10. During this period of solicitation, PUENTE represented that iBANK was ready, willing, and able to enter into a banking relationship with the Plaintiffs.

11. PUENTE assured Plaintiffs that iBANK was a viable operating and functioning depository institution and that deposits made would be available to the Plaintiffs, as depositors, upon demand.

12. In reliance on PUENTE's representations DESTIN began depositing corporate funds designated as salaries for the individual Plaintiffs, as its employees, to iBANK.

13. In reliance on PUENTE's representations, the individual Plaintiff's also began a depository relationship with iBANK.

14. Shortly after the initial deposits, individual depositors began requesting withdrawal and transfer of funds for personal use in the normal course of their banking relationship with iBANK. A chart of deposit, redacted account numbers, and monies presently being withheld by iBANK is enclosed herein as **Schedule 1**.

15. Between May 2019 and September 2019, Plaintiffs requested withdrawals and transfers of funds in accordance with iBANK's requirements.

16. iBANK received such requests and emailed confirmation of same to the Plaintiffs, but no such withdrawals or transfers ever took place.

17. On September 29, 2019, Plaintiffs sent an email to a PUENTE and iBANK associate, a ysilva@merficap.com², in connection with the iBANK withdrawal requests piling up over the prior months.

18. In acknowledging the refusal to deliver the depositors funds, the Defendant claimed that the delay was caused by petrol sanctions imposed on Venezuela.

² Yza Silva is a Vice President of iBANK according to the organizational flowchart attached as **Exhibit A**.

19. That same day, Plaintiff raised its objection to the excuse and questioning the connection the Plaintiff's had with Venezuelan petrol activities or sanctions. A copy of the email exchange is attached herein as **Exhibit B**.

20. Between October 2019 and January 2020, the Defendants requested on multiple occasions the withdrawal and/or transfer of funds held by iBANK, all without success.

21. Unbeknownst to the Plaintiffs, between May 2019 and September 2019, PUENTE and iBANK transferred Plaintiff's deposits to another foreign banking corporation, Activo International Bank, a Puerto Rican bank, without authorization or notice to the Plaintiffs.

22. Also unknown to the Plaintiffs is that in September 2019, Activo International Bank became subject to an Emergency Consent Order by the Puerto Rican financial commission³ for improper banking and depository activities.

23. Defendants knowingly and with intent to defraud the Plaintiffs made material misrepresentations as to why Plaintiff's withdrawal and fund transfer requests were unfulfilled.

24. Defendants knowingly and with intent to defraud the Plaintiffs withheld vital information concerning funds it wrongfully transferred to Activo International Bank.

25. Defendants knowingly and with intent to defraud the Plaintiffs continued to ignore or deflect all requests to withdraw or transfer the Plaintiff's funds.

26. On January 25, 2020, Plaintiffs wrote to PUENTE and iBANK and requested that he take responsibility and immediate action for the delays in returning deposited funds.

27. PUENTE, via his personal email address, sent a brief response requesting to meet with DESTIN's director in Miami to discuss the situation. A copy of this email exchange is attached herein as **Exhibit C**.

³ The September consent order was supplemented on February 10, 2020, then lifted by the commission by Order Lifting Emergency Consent Order dated March 6, 2020.

28. Not having received anything more than a perfunctory meeting request, DESTIN's director sent PUENTE correspondence on February 8, 2020 reiterating the critical and grave nature of iBank's failure to return funds deposited in good faith by hard-working individuals. A copy of the February 8th email is attached herein as **Exhibit D**.

29. On February 13, 2020, PUENTE finally took the meeting with DESTIN's director in Miami Dade County to discuss the account status and return of deposited funds.

30. At that brief meeting, PUENTE made clear that the funds would not be made available to any of the depositors and therefore they had nothing further to discuss.

31. On May 4, 2020, the Plaintiff's sent a formal demand for the return of approximately \$360,000.00 deposited to iBANK to which no response has been received. A copy of the demand is attached herein as **Exhibit E**.

32. DESTIN has since learned of an additional \$217,000.00 in deposits by other employees and contractors, all of whom are incorporated as Plaintiff's in this action.

33. Despite demands for return of deposits, iBANK "customer service" continues to solicit deposits from the co-Plaintiffs via email as recently as March 10, 2020. A copy of such solicitation to depositor-Plaintiff Alvarez is attached herein as **Exhibit F**.

COUNT 1
BREACH OF CONTRACT
(Plaintiff Jesus Alvarez)

34. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

35. A contractual relationship between Plaintiff Jesus Alvarez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

36. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

37. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 2
CONVERSION
(Plaintiff Jesus Alvarez)

38. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

39. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jesus Alvarez which at all times was the property of the Plaintiff.

40. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

41. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 3
BREACH OF CONTRACT
(Plaintiff Yoanis Arias)

42. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

43. A contractual relationship between Plaintiff Yoanis Arias and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

44. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

45. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 4
CONVERSION
(Plaintiff Yoanis Arias)

46. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

47. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Yoanis Arias which at all times was the property of the Plaintiff.

48. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

49. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 5
BREACH OF CONTRACT
(Plaintiff Jose Luis Colina Colina)

50. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

51. A contractual relationship between Plaintiff Jose Luis Colina Colina and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

52. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

53. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 6
CONVERSION

(Plaintiff Jose Luis Colina Colina)

54. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

55. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Luis Colina Colina which at all times was the property of the Plaintiff.

56. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

57. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 7
BREACH OF CONTRACT

(Plaintiff Inder Jose Sierralta Davalillo)

58. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

59. A contractual relationship between Plaintiff Inder Jose Sierralta Davalillo and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

60. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

61. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 8
CONVERSION

(Plaintiff Inder Jose Sierralta Davalillo)

62. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

63. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Inder Jose Sierralta Davalillo which at all times was the property of the Plaintiff.

64. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

65. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 9
BREACH OF CONTRACT
(Plaintiff Jose Gamboa)

66. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

67. A contractual relationship between Plaintiff Jose Gamboa and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

68. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

69. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 10
CONVERSION
(Plaintiff Jose Gamboa)

70. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

71. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Gamboa which at all times was the property of the Plaintiff.

72. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

73. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 11
BREACH OF CONTRACT
(Plaintiff Ramon Garcia)

74. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

75. A contractual relationship between Plaintiff Ramon Garcia and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

76. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

77. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 12
CONVERSION
(Plaintiff Ramon Garcia)

78. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

79. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Ramon Garcia which at all times was the property of the Plaintiff.

80. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

81. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 13
BREACH OF CONTRACT
(Plaintiff Clamente Jimenez)

82. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

83. A contractual relationship between Plaintiff Clamente Jimenez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

84. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

85. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 14
CONVERSION
(Plaintiff Clamente Jimenez)

86. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

87. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Clamente Jimenez which at all times was the property of the Plaintiff.

88. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

89. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 15
BREACH OF CONTRACT
(Plaintiff Tulio Mata)

90. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

91. A contractual relationship between Plaintiff Tulio Mata and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

92. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

93. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 16
CONVERSION
(Plaintiff Tulio Mata)

94. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

95. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Tulio Mata which at all times was the property of the Plaintiff.

96. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

97. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 17
BREACH OF CONTRACT

(Plaintiff Jose Antonio Jordaz Miranda)

98. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

99. A contractual relationship between Plaintiff Jose Antonio Jordaz Miranda and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

100. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

101. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 18
CONVERSION

(Plaintiff Jose Antonio Jordaz Miranda)

102. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

103. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Antonio Jordaz Miranda which at all times was the property of the Plaintiff.

104. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 19
BREACH OF CONTRACT
(Plaintiff Jose Molina)

105. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

106. A contractual relationship between Plaintiff Jose Molina and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

107. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

108. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 20
CONVERSION
(Plaintiff Jose Molina)

109. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

110. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Molina which at all times was the property of the Plaintiff.

111. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 21
BREACH OF CONTRACT
(Plaintiff Alexander Mora)

112. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

113. A contractual relationship between Plaintiff Alexander Mora and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

114. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

115. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 22
CONVERSION
(Plaintiff Alexander Mora)

116. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

117. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Alexander Mora which at all times was the property of the Plaintiff.

118. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 23
BREACH OF CONTRACT
(Plaintiff Jesus Oquendo)

119. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

120. A contractual relationship between Plaintiff Jesus Oquendo and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

121. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

122. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 24
CONVERSION
(Plaintiff Jesus Oquendo)

123. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

124. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jesus Oquendo which at all times was the property of the Plaintiff.

125. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 25
BREACH OF CONTRACT
(Plaintiff Javier Perez)

126. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

127. A contractual relationship between Plaintiff Javier Perez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

128. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

129. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 26
CONVERSION
(Plaintiff Javier Perez)

130. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

131. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Javier Perez which at all times was the property of the Plaintiff.

132. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 27
BREACH OF CONTRACT
(Plaintiff David Sangronis)

133. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

134. A contractual relationship between Plaintiff David Sangronis and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

135. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

136. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 28
CONVERSION

(Plaintiff David Sangronis)

137. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

138. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff David Sangronis which at all times was the property of the Plaintiff.

139. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 33
BREACH OF CONTRACT
(Plaintiff Tony Sangronis)

140. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

141. A contractual relationship between Plaintiff Tony Sangronis and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

142. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

143. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 30
CONVERSION
(Plaintiff Tony Sangronis)

144. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

145. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Tony Sangronis which at all times was the property of the Plaintiff.

146. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 33
BREACH OF CONTRACT
(Plaintiff Jose Valdez)

147. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

148. A contractual relationship between Plaintiff Jose Valdez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

149. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

150. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 32
CONVERSION
(Plaintiff Jose Valdez)

151. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

152. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Valdez which at all times was the property of the Plaintiff.

153. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

154. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 33
BREACH OF CONTRACT
(Plaintiff Mener Adolfo Obediente)

155. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

156. A contractual relationship between Plaintiff Mener Adolfo Obediente and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

157. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

158. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 34
CONVERSION
(Plaintiff Mener Adolfo Obediente)

159. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

160. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Mener Adolfo Obediente which at all times was the property of the Plaintiff.

161. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 35
BREACH OF CONTRACT
(Plaintiff Luis Maldonado)

162. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

163. A contractual relationship between Plaintiff Luis Maldonado and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

164. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

165. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 36
CONVERSION
(Plaintiff Luis Maldonado)

166. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

167. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Luis Maldonado which at all times was the property of the Plaintiff.

168. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 37
BREACH OF CONTRACT

(Plaintiff Jose Gonzalez)

169. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

170. A contractual relationship between Plaintiff Jose Gonzalez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

171. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

172. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 38
CONVERSION

(Plaintiff Jose Gonzalez)

173. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

174. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Gonzalez which at all times was the property of the Plaintiff.

175. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

176.

COUNT 39
BREACH OF CONTRACT
(Plaintiff Alberto Naranjo)

177. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

178. A contractual relationship between Plaintiff Alberto Naranjo and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

179. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

180. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 40
CONVERSION
(Plaintiff Alberto Naranjo)

181. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

182. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Alberto Naranjo which at all times was the property of the Plaintiff.

183. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 41
BREACH OF CONTRACT
(Plaintiff Jhonny Perez)

184. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

185. A contractual relationship between Plaintiff Jhonny Perez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

186. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

187. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 42
CONVERSION
(Plaintiff Jhonny Perez)

188. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

189. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jhonny Perez which at all times was the property of the Plaintiff.

190. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 43
BREACH OF CONTRACT
(Plaintiff Carlos Salcedo)

191. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

192. A contractual relationship between Plaintiff Carlos Salcedo and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

193. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

194. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 44
CONVERSION
(Plaintiff Carlos Salcedo)

195. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

196. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Carlos Salcedo which at all times was the property of the Plaintiff.

197. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

198. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 45
BREACH OF CONTRACT
(Plaintiff Juan Suarez)

199. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

200. A contractual relationship between Plaintiff Juan Suarez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

201. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

202. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 46
CONVERSION
(Plaintiff Juan Suarez)

203. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

204. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Juan Suarez which at all times was the property of the Plaintiff.

205. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

206. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 47
BREACH OF CONTRACT
(Plaintiff Ramon Acosta)

207. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

208. A contractual relationship between Plaintiff Ramon Acosta and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

209. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

210. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 48
CONVERSION

(Plaintiff Ramon Acosta)

211. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

212. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Ramon Acosta which at all times was the property of the Plaintiff.

213. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 49
BREACH OF CONTRACT
(Plaintiff Wilmer Artuza)

214. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

215. A contractual relationship between Plaintiff Wilmer Artuza and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

216. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

217. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 50
CONVERSION
(Plaintiff Wilmer Artuza)

218. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

219. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Wilmer Artuza which at all times was the property of the Plaintiff.

220. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 51
BREACH OF CONTRACT
(Plaintiff Vielman Salas)

221. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

222. A contractual relationship between Plaintiff Vielman Salas and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

223. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

224. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 52
CONVERSION
(Plaintiff Vielman Salas)

225. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

226. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Vielman Salas which at all times was the property of the Plaintiff.

227. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 53
BREACH OF CONTRACT
(Plaintiff Orlando Perez)

228. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

229. A contractual relationship between Plaintiff Orlando Perez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

230. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

231. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 54
CONVERSION
(Plaintiff Orlando Perez)

232. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

233. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Orlando Perez which at all times was the property of the Plaintiff.

234. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 55
BREACH OF CONTRACT
(Plaintiff Angel Duran)

235. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

236. A contractual relationship between Plaintiff Angel Duran and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

237. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

238. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 56
CONVERSION
(Plaintiff Angel Duran)

239. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

240. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Angel Duran which at all times was the property of the Plaintiff.

241. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 57
BREACH OF CONTRACT

(Plaintiff Hugo Weffer)

242. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

243. A contractual relationship between Plaintiff Hugo Weffer and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

244. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

245. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 58
CONVERSION
(Plaintiff Hugo Weffer)

246. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

247. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Hugo Weffer which at all times was the property of the Plaintiff.

248. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 59
BREACH OF CONTRACT
(Plaintiff Jose L Pereira)

249. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

250. A contractual relationship between Plaintiff Jose L Pereira and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

251. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

252. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 60
CONVERSION
(Plaintiff Jose L Pereira)

253. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

254. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose L Pereira which at all times was the property of the Plaintiff.

255. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 61
BREACH OF CONTRACT
(Plaintiff Pedro Martinez)

256. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

257. A contractual relationship between Plaintiff Pedro Martinez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

258. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

259. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 62
CONVERSION
(Plaintiff Pedro Martinez)

260. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

261. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Pedro Martinez which at all times was the property of the Plaintiff.

262. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

263. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 63
BREACH OF CONTRACT
(Plaintiff Omar Bermudez)

264. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

265. A contractual relationship between Plaintiff Omar Bermudez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

266. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

267. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 64
CONVERSION
(Plaintiff Omar Bermudez)

268. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

269. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Omar Bermudez which at all times was the property of the Plaintiff.

270. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

271. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 65
BREACH OF CONTRACT
(Plaintiff Jose Chacon)

272. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

273. A contractual relationship between Plaintiff Jose Chacon and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

274. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

275. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 66
CONVERSION

(Plaintiff Jose Chacon)

276. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

277. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Jose Chacon which at all times was the property of the Plaintiff.

278. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 67
BREACH OF CONTRACT
(Plaintiff Javier Ramirez)

279. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

280. A contractual relationship between Plaintiff Javier Ramirez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

281. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

282. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 68
CONVERSION
(Plaintiff Javier Ramirez)

283. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

284. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Javier Ramirez which at all times was the property of the Plaintiff.

285. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 69
BREACH OF CONTRACT
(Plaintiff Romulo Chirinos)

286. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

287. A contractual relationship between Plaintiff Romulo Chirinos and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

288. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

289. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 70
CONVERSION
(Plaintiff Romulo Chirinos)

290. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

291. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Romulo Chirinos which at all times was the property of the Plaintiff.

292. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 71
BREACH OF CONTRACT
(Plaintiff Douglas Uribe)

293. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

294. A contractual relationship between Plaintiff Douglas Uribe and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

295. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

296. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 72
CONVERSION
(Plaintiff Douglas Uribe)

297. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

298. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Douglas Uribe which at all times was the property of the Plaintiff.

299. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 73
BREACH OF CONTRACT
(Plaintiff Pedro Rojas)

300. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

301. A contractual relationship between Plaintiff Pedro Rojas and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

302. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

303. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 74
CONVERSION
(Plaintiff Pedro Rojas)

304. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

305. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Pedro Rojas which at all times was the property of the Plaintiff.

306. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 75
BREACH OF CONTRACT

(Plaintiff Rafael Decan)

307. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

308. A contractual relationship between Plaintiff Rafael Decan and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

309. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

310. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 76
CONVERSION
(Plaintiff Rafael Decan)

311. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

312. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Rafael Decan which at all times was the property of the Plaintiff.

313. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 77
BREACH OF CONTRACT
(Plaintiff Leon Medina)

314. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

315. A contractual relationship between Plaintiff Leon Medina and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

316. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

317. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 78
CONVERSION
(Plaintiff Leon Medina)

318. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

319. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Leon Medina which at all times was the property of the Plaintiff.

320. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

321. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 79
BREACH OF CONTRACT
(Plaintiff Juan Sanchez)

322. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

323. A contractual relationship between Plaintiff Juan Sanchez and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

324. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

325. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 80
CONVERSION
(Plaintiff Juan Sanchez)

326. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

327. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Juan Sanchez which at all times was the property of the Plaintiff.

328. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

329. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 81
BREACH OF CONTRACT
(Plaintiff Angel Reyes)

330. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

331. A contractual relationship between Plaintiff Angel Reyes and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

332. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

333. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 82
CONVERSION
(Plaintiff Angel Reyes)

334. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

335. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Angel Reyes which at all times was the property of the Plaintiff.

336. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 83
BREACH OF CONTRACT
(Plaintiff Crisantt Revilla)

337. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

338. A contractual relationship between Plaintiff Crisantt Revilla and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

339. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

340. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 84
CONVERSION

(Plaintiff Crisantt Revilla)

341. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

342. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff Crisantt Revilla which at all times was the property of the Plaintiff.

343. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

344. Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72.

COUNT 85
BREACH OF CONTRACT
(Plaintiff DESTIN COMPANY ONE, INC.)

345. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

346. A contractual relationship between Plaintiff DESTIN COMPANY ONE, INC and Defendants arose by virtue of the Defendant's acceptance of monies for deposits by the Plaintiff.

347. Defendants have breached the agreement by failing or refusing to return the Plaintiffs' deposited funds upon demand by him.

348. Plaintiff has suffered damages as a result of the Defendant's breach of this agreement.

COUNT 86
CONVERSION
(Plaintiff DESTIN COMPANY ONE, INC)

349. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

350. The Defendants intentionally and wrongfully converted to their own use those monies deposited by Plaintiff DESTIN COMPANY ONE, INC which at all times was the property of the Plaintiff.

351. As a result of Defendant's wrongful exercise of dominion or control, the Plaintiff has suffered economic damages.

Plaintiff's reserve the right to assert a claim for punitive damages pursuant to Fla. Stat. 768.72

COUNT 87
FRAUD AS TO ROBERTO PUENTE

352. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

353. PUENTE made false statements and representations of material fact in connection with monies solicited by him and ultimately deposited by Plaintiffs.

354. Defendant knew or should have known the statements and representations were false.

355. Defendant intended that the representations to induce Plaintiffs to deposit and keep funds deposited.

356. Plaintiffs have suffered damages in justifiable reliance on the representations by PUENTE, individually, and on behalf of iBANK.

COUNT 88
INJUNCTIVE RELIEF AS TO ALL DEFENDANTS

357. Plaintiff's reaver and reallege its paragraphs 1 through 33 as though fully alleged herein.

358. Defendants entered into a banking relationship with the Plaintiffs, have accepted monies pursuant to such relationship, and refuse to return said monies to the depositor-Plaintiffs causing irreparable harm to the Plaintiffs.

359. Plaintiffs have no adequate remedy at law to enforce the terms of the banking relationship and secure the funds wrongfully withheld by the Defendants.

360. Plaintiffs have a substantial likelihood of success on the merits.

361. The injury to the Plaintiff's certainly outweighs any possible harm to the Defendants.

362. The granting of injunctive relief will not disserve the public interest.

DEMAND FOR ATTORNEYS FEES AND TRIAL BY JURY

Plaintiffs hereby demands attorney's fees incurred in prosecuting this action pursuant to contract and Florida Statutes and a trial by jury on all issues so triable.

WHEREFORE, the Plaintiffs, DESTIN COMPANY ONE, INC., JESUS ALVAREZ, YOANIS ARIAS, JOSE LUIS COLINA COLINA, INDER JOSE SIERRALTA DAVALILLO, JOSE GAMBOA, RAMON GARCIA, CLAMENTE JIMENEZ, TULIO MATA, JOSE ANTONIO JORDAZ MIRANDA, JOSE MOLINA, ALEXANDER MORA, JESUS OQUENDO, JAVIER PEREZ, DAVID SANGRONIS, TONY SANGRONIS, JOSE VALDEZ, MENER ADOLFO OBEDIENTE, LUIS MALDONADO, JOSE GONZALEZ, ALBERTO NARANJO, JHONNY PEREZ, CARLOS SALCEDO, JUAN SUAREZ, RAMON ACOSTA, WILMER ARTUZA, VIELMAN SALAS, ORLANDO PEREZ, ANGEL DURAN, HUGO WEFER, JOSE L PEREIRA, PEDRO MARTINEZ, OMAR BERMUDEZ, JOSE CHACON, JAVIER RAMIREZ, ROMULO CHIRINOS, DOUGLAS URIBE, PEDRO ROJAS, RAFAEL DECAN, LEON MEDINA, JUAN SANCHEZ, ANGEL REYES, and CRISANTT REVILLA,

