

IN THE CIRCUIT COURT IN AND FOR THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CARMEN S. DEWAN,

Plaintiff,

v.

Case Number:

HAYDEE DELGADO, an individual,  
HORACIO TELLES, an individual, and  
ASOCIACION MINISTERIO ESPIRITU  
SANTO PODER Y GLORIA, INC., a  
Florida Not For Profit Corporation,

Defendant(s).

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COMPLAINT

COMES NOW, Plaintiff, **CARMEN S. DEWAN** (hereinafter referred to as “Plaintiff”),  
by and through the undersigned counsel, and sues Defendants, **HAYDEE DELGADO,**  
**HORACIO TELLES** and **ASOCIACION MINISTERIO ESPIRITU SANTO PODER Y**  
**GLORIA, INC.**, (hereinafter referred to collectively as “Defendants”) and states as follows:

JURISDICTION AND VENUE

1. This is an action for damages that does not exceed \$50,000.00 exclusive of costs and attorney’s fees, and is within the jurisdiction limits of this Court.
2. The Plaintiff, **CARMEN S. DEWAN**, is a resident of Miami-Dade County, Florida, who is over the age of 18 and *sui juris* in all respects.
3. The Defendant, **HAYDEE DELGADO**, is a resident of Miami-Dade County, Florida, who is over the age of 18 and *sui juris* in all respects.
4. The Defendant, **HORACIO TELLES**, is a resident of Miami-Dade County, Florida, who is over the age of 18 and *sui juris* in all respects.

5. The Defendant, **ASOCIACION MINISTERIO ESPIRITU SANTO PODER Y GLORIA, INC.**, is a Florida Not For Profit Corporation with its principal place of business located in Miami-Dade County, Florida.
6. All conditions precedent to the filing of this action have occurred, are deemed waived, excused, or are otherwise satisfied.
7. Venue is proper in Miami-Dade County, Florida, because the transaction at issue between the parties occurred in Miami-Dade County, Florida.
8. The Defendants are subject to this Court's jurisdiction because they committed a tortious act within the state.

**GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

9. This is an action for Unjust Enrichment, Negligent Misrepresentation, Fraudulent Misrepresentation and Violation of Florida's Deceptive and Unfair Trade Practices Act.
10. The Plaintiff's minor child suffered from cancer in his leg and required 14 operations and potential knee implant.
11. During the course of this diagnosis and numerous operations the Plaintiff attended **ASOCIACION MINISTERIO ESPIRITU SANTO PODER Y GLORIA, INC.**, to seek the Defendants' prayers in effort to cure her child's condition.
12. During this time the Plaintiff was told by the Defendants that God was telling the Plaintiff to give Defendants monies.
13. The Plaintiff relied on the Defendants' messages, as she relied on the Defendants' prayers, due to the condition of her child and concerns that the doctors wanted to amputate Plaintiff's child's leg.

14. The Defendants used this as an opportunity to defraud the Plaintiff into paying over \$45,000.00 to the Defendants.
15. The Defendants did not return anything in exchange for the monies paid by the Plaintiff.
16. Upon realizing the fraud that the Defendants had perpetrated on the Plaintiff, the Plaintiff requested the Defendants sign a document reflecting the monies that had wrongfully been paid to the Defendants. See attached hereto as Exhibit "1" a copy of the parties invoice.
17. The attached Exhibit "1" is not a contract, nor should it be treated as a contract as it does not have definite terms regarding the repayment of monies from Defendants to Plaintiff.
18. The Plaintiffs have demanded for full payment of the \$46,159.06 but Defendants' have refused to do so to date.

#### **COUNT I – UNJUST ENRICHMENT**

19. Plaintiffs readopt and incorporate the allegations set forth above in paragraphs 1 through 18 as if fully set forth herein, excluding paragraph 16 and 17.
20. If Plaintiff does not prevail on her legal remedies, Plaintiff lacks an adequate remedy at law.
21. The Plaintiff conferred benefits on the Defendant, who has knowledge of those benefits.
22. The Plaintiff provided monies to the Defendants in the amount of \$46,159.06 and the Defendants accepted and retained the conferred benefits.
23. The Plaintiff has suffered damages as a result and under the circumstances it would be inequitable for the Defendants to retain the benefits without paying for it.

WHEREFORE, Plaintiffs demand general, special, consequential and incidental damages, attorney's fees and costs, as deemed appropriate and reasonable the Court, and such other relief this Court deems just and proper.

**COUNT II – NEGLIGENT MISREPRESENTATION**

24. Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 18 as if fully set forth herein.
25. The Defendants made a material misrepresentation to the Plaintiff by stating they would provide prayers for Plaintiff's child so that he would not have his leg amputated and so that Plaintiff's child would be healed.
26. The Plaintiff provided Defendants with payment, of which Defendant accepted, knowing the representation was false or should have known that the representation was false.
27. The Defendants knew or should have known that the misrepresentation would induce the Plaintiff to act on the misrepresentation and provide payment.
28. As a result of the Defendants' misrepresentation, the Plaintiff acted in justifiable reliance upon the misrepresentation and exchanged payment to Defendants.
29. The Plaintiff's actions in justifiably relying on the Defendants' misrepresentation caused the Plaintiff substantial injury.

WHEREFORE, for the above stated reasons, the Plaintiff requests this Court enter judgment in their favor for damages together with attorney's fees, prejudgment interest, costs and any other relief the Court deems just, necessary and proper.

**COUNT III – FRAUDULENT MISREPRESENTATION**

30. Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 18 as if fully set forth herein.
31. The Defendants made material misrepresentations to the Plaintiffs regarding the nature of their prayers and what said prayers would accomplish.

32. The Defendants further made material misrepresentations regarding the need for payment and repayment of said funds.
33. The Defendants knew or should have known that the representations were false.
34. The Plaintiff reasonably and justifiably relied upon the Defendants' representations.
35. That as a result of the Plaintiffs' reliance upon the Defendants' representations, the Plaintiff has been damaged.
36. That the Plaintiff reserves the right to seek leave to amend this Complaint for punitive damages.

WHEREFORE, for the above stated reasons, the Plaintiff requests this Court enter judgment in their favor for damages together with attorney's fees, prejudgment interest, costs and any other relief the Court deems just, necessary and proper.

**COUNT IV – VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FLA. §501.201)**

37. Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 18, excluding paragraph 16 and 17.
38. Section 501.204(1), Florida Statutes, declares that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.
39. The Defendants, **HAYDEE DELGADO, HORACIO TELLES and ASOCIACION MINISTERIO ESPIRITU SANTO PODER Y GLORIA, INC**, have committed the following acts or practices that are unfair, deceptive, or unconscionable in willful violation of Chapter 501, Part II, Florida Statutes:
  - a. Falsely promising to guarantee Plaintiff's child's health improvement;
  - b. Falsely promising to pray for Plaintiff's child's health;

c. Falsely promising to return all of the monies paid by Plaintiff.

WHEREFORE, Plaintiff demand general, special, consequential and incidental damages, attorney's fees and costs, as deemed appropriate and reasonable the Court, and such other relief this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs further demands a jury trial of all issues so triable.

Dated this 1 day of December, 2023.

**Respectfully submitted,**  
**Law Office of Ray Garcia, P.A.**  
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Miami, Florida 33185  
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By:   
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Attorney for Plaintiff  
Ray Garcia, Esq.  
Fla. Bar No. 0115850  
Nataline Garcia, Esq.  
Fla. Bar No. 1007959

# EXHIBIT "A"

# INVOICE

Carmen S. Dewan  
 6941 SW 162<sup>nd</sup> Court  
 Miami, Florida, 33196  
 April 12, 2023

Haydee Delgado y Horacio Telles  
 Pastors at Roca Inconmovible  
 AMESPYG  
 1961 SW 150<sup>th</sup> Ave  
 Miami, FL 33185

Date	Check #	Amount	Credit Card	Cash	Total
5/20/22	-	-	-	-	-
06/20/22*	-	-	-	1,320.00	\$1,320.00
07/20/22*	-	-	-	10,000.00	\$10,000.00
08/20/22*	-	-	-	10,000.00	\$10,000.00
10/28/22	113	5,000.00	-	5,000.00	\$5,000.00
10/28/22	114	5,000.00	-	-	\$5,000.00
11/29/22	115	3,400.00	-	-	\$5,000.00
12/13/22	-	-	2,839.06	-	\$3,400.00
12/29/22	120	2,000.00	-	-	\$2,839.06
02/08/23	121	1,000.00	-	-	\$2,000.00
02/08/23	143	600.00	-	-	\$1,000.00
<b>SUB TOTAL</b>	-	<b>\$17,000.00</b>	<b>\$2,839.06</b>	<b>\$26,320.00</b>	<b>\$46,159.06</b>

\*Estimated Date

PLEASE PAY AMOUNT DUE BY END OF THE MONTH TO AVOID INTEREST CHARGES OF 24.74% ON CREDIT CARD

We hereby promise to pay Carmen S. Dewan the amount indicated above in the total amount of \$46,159.06. Starting on May 15<sup>th</sup> 2023 we will start making payments of \$1,000.00 or more as we can. We will make a full balance payment as soon as we get our inheritance money, if not before the end of the year then we will be making monthly payments of \$1,500.00 until we can resolve to paid in full.

Basado en los prestamos aqui presentados prometemos pagar nuestra deuda de \$46,159.06 a Carmen S.Dewan pagando \$1,000.00 minimo mensual o mas segun nuestras entradas sea disponible. Una vez nuestra herencia nos sea llegada les prometemos pagar el balance restante. Pagos seran hechos todos los meses el 15 del mes. Si al final del anno no hemos pagado todo, comenzaremos a pagar \$1,500.00 mensuales.

*Horacio J. Telles Cue*  
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 Firma

04/20/2023  
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 Fecha