

**IN THE CIRCUIT COURT FOR THE  
11<sup>th</sup> JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA**

PAOLO ALIATIS, individually,

Plaintiff,

-vs-

Case No.:

FABIAN BASABE, JR., individually,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, PAOLO ALIATIS, by and through the undersigned counsel, hereby files this Complaint against Defendant, FABIAN BASABE JR., for damages and in support thereof states:

**Parties, Jurisdiction, and Venue**

1. This is an action for damages in excess of fifty-thousand-dollars (\$50,000), exclusive of interest, costs, and attorney's fees, and which is otherwise within the subject matter jurisdictions of this Court.

2. Plaintiff, PAOLO ALIATIS ("Plaintiff") is a natural person who resides in the United Kingdom.

3. Defendant, FABIAN BASABE, JR. ("Defendant") is a natural person who resides in Miami Dade County, Florida.

4. Venue is proper in this court because the Defendant is a resident of Miami Dade County, Florida, and the events giving rise to the causes of action herein occurred in this county.

## GENERAL ALLEGATIONS

5. On or before December 10th, 2020, Plaintiff entered into an agreement with Defendant for the import and sale of five (5) Classic Land Rover Defenders (collectively, the “Vehicles”)

6. The agreement was established through verbal conversations and a certain written media, including text messaging and emails. *See Comp. Exhibit “A”*

7. The agreement delegated clear duties and compensation to each party.

8. In general terms, Plaintiff was responsible for acquiring the Vehicles in the United Kingdom and exporting them to Defendant in Florida. Defendant, in turn, was responsible for the import and sale of the Vehicles in the US market (the “Venture”).

9. The parties contemplated the subject transaction to be the first in ongoing business between them.

10. The parties agreed to split the profits evenly between them, with each party advancing the capital necessary to further the Venture within his particular jurisdiction and pursuant his role in the Venture.

11. Accordingly, on February 9, 2021, Plaintiff, having acquired the Vehicles, caused the Vehicles to be shipped from the United Kingdom to Jacksonville, Florida.

12. Plaintiff paid £62861.79 GBP, which was the equivalent of \$87,377.80 USD at that time, for the acquisition and shipment of the Vehicles.

13. On March 1, 2021, the Vehicles arrived at Jacksonville, Florida.

14. On the same day, Defendant made a payment of \$4,623.13 for the release of the Vehicles.

15. On March 16, 2021, Plaintiff provided Defendant with a written accounting of the Venture's costs to date, along with title documentation needed to sell the Vehicles.

16. That same month, Defendant caused the Vehicles to be exhibited at a car show in Bal Harbor.

17. On April 9, 2021, Defendant reported to Plaintiff that the Vehicles has passed Department of Motor Vehicles inspections and were ready for resale.

18. Thereafter, several months passed.

19. On September 16, 2021, Defendant notified Plaintiff that, instead of selling the Vehicles as planned, he had not sold any of the Vehicles.

20. On November 29, 2021, Plaintiff learned that Defendant remained in possession of three (3) of the Vehicles, which Defendant and his parents were using.

21. Plaintiff further learned that Defendant had caused the other two (2) Vehicles to be transported to a location in California.

22. On December 26th, 2021, distressed by the unexpected turn of events, Plaintiff traveled to Florida to meet with Defendant and assess the Venture.

23. As for the three (3) vehicles still in Florida, Plaintiff became aware at that time of the following:

- a. one of the vehicles was at a repair shop disassembled.

- b. one of the vehicles was being stored in the street of Defendant's parents property, and the same in poor condition because Defendant had caused the cab and two doors of the vehicle to be removed, leaving the interior exposed to the elements;
- c. one of the vehicles was in decent condition and being kept at the home of Defendant's parent for the personal use of Defendant and his family members.

24. Given the newly discovered circumstances, on or about April 4, 2022, Plaintiff took action, at his own expense, to mitigate losses to the Venture.

25. Specifically, Plaintiff caused personnel that work for him to take possession of the three (3) Vehicles in Florida in order to sell them, albeit at a loss.

26. On April 30, 2022, Plaintiff requested that Defendant make arrangements for the return of the two (2) Vehicles in California.

27. The same day, Plaintiff performed a business analysis and informed Defendant of the losses expected to result from Defendant's actions and omissions.

28. By May 11, 2022, the parties had agreed Plaintiff would take possession of the Vehicles and sell the same to recover as much of the initial investment as possible. *See Exhibit "B"*

29. Plaintiff was successful in selling the three (3) Florida Vehicles, though for much less than the originally projected sale price.

30. Plaintiff then turned attention to the two (2) California Vehicles.

31. On August 28, 2022, Plaintiff learned that the two (2) remaining Vehicles had been accruing storage fees of \$200/month in California.

32. Defendant refused to assume his share of losses and instead informed Plaintiff that he intended to keep the two (2) California Vehicles to cover his investment in the Venture.

33. Accordingly, Plaintiff was obliged to hire undersigned Counsel.

34. On or about November 7, 2022, undersigned counsel sent a Notice of Imminent Litigation and Proposal for Settlement to Defendant.

35. On or about November 9, 2022, Defendant provided undersigned counsel with a written response declining the proposed compromise. *See Exhibit "C"*

36. On or about November 10, 2022, Defendant enlisted his father as a liaison between Plaintiff and himself.

37. On November 27, 2022, Defendant's father confirmed that Defendant would keep the California Vehicles to cover his investments and requested that Plaintiff drop his claims to avoid further losses. *See Exhibit "E"*

38. The parties have since been unable to settle their differences, so this action ensues.

39. All conditions precedent to filing this action have been satisfied.

#### **COUNT I: BAILEE NEGLIGENCE**

40. This is a cause for bailee negligence alleged in addition or alternative to other causes herein.

41. The forgoing paragraphs 1-39 are incorporated as if fully set forth here.

42. Defendant took possession of the Vehicles in connection with the Venture.

43. As the party in custody and control of the Vehicles, Defendant had a duty of care to safeguard the same as would a reasonably prudent person under the circumstances.

44. Defendant failed to meet that standard as follows.

Vehicle #1

45. Defendant caused the cabin top and two doors of one of the Vehicles to be removed (“Vehicle #1”), thereby exposing the interior of the vehicle.

46. Thereafter, Defendant simply parked the vehicle, uncovered, on the street and left it there for several months.

47. Being thusly exposed to the Miami rain and sunlight, the interior of Vehicle #1 was substantially damaged, and the value of the vehicle was dramatically decreased.

48. Defendant took said actions without requesting Plaintiff’s consent and without even notifying Plaintiff.

49. Instead, Plaintiff was obliged to discover the same after traveling from the United Kingdom to Florida.

50. Further, Defendant was unwilling to expend either time or money in repairing the damage to Vehicle #1.

Vehicle #2

51. Defendant delivered one of the other vehicles to a local repair shop (“Vehicle #2”).

52. However, Defendant did not cause any repairs or improvements to be made to the vehicle.

53. Rather, the repair shop scavenged certain parts from Vehicle #2 to be used on other vehicles that are not part of the Venture.

54. Defendant did not share any benefits thusly garnered from Vehicle #2.

55. In fact, Defendant failed to even inform Plaintiff that he had taken such action.

56. Instead, Plaintiff was obliged to discover the same after traveling from the United Kingdom to Florida.

57. By the time Plaintiff arrived, Vehicle #2 had essentially been salvaged and used for parts.

58. Defendant's actions in this regard greatly reduced the value of the vehicle.

59. Defendant refused to take responsibility for his actions and further declined take any measures to mitigate losses to the Venture.

Vehicle #3

60. As for the last Florida Vehicle, Defendant did not cause the same kind of egregious physical damage to the vehicle ("Vehicle #3"), as he had with the other two Florida vehicles.

61. However, rather than selling the vehicle, Defendant converted Vehicle #3 to his own personal use and that of his family.

62. In so doing, Defendant caused unnecessary mileage as well as wear and tear on the vehicle.

63. Moreover, Defendant's actions in this regard delayed the sale of the vehicle, which caused economic harm to the Venture.

64. Defendant did not seek Plaintiff's consent to use Vehicle #3 in this manner, nor did Defendant reveal to Plaintiff his personal use of the vehicle.

65. Instead, Plaintiff was obliged to discover the same after traveling from the United Kingdom to Florida.

66. Defendant's conversion of Vehicle #3 in this fashion was unlawful and unethical.

67. Defendant's misconduct in this regard caused the devaluation of the vehicle through the unauthorized use and the delay in sale.

68. Defendant refused to compensate the Venture or Plaintiff for damages resulting from said misconduct.

Vehicles #4 and #5

69. Defendant caused two vehicles (respectively, "Vehicle #4" and "Vehicle #5" and, collectively, the "California Vehicles") to be relocated to California without requesting Plaintiff's consent or even providing notice to Plaintiff.

70. Moreover, Defendant sent the California Vehicles to a location that has imposed storage fees.

71. The vehicles are now far away, incurring storage fees, and in no way being prepared for sale.

72. Defendant's conduct in this regard has reduced the overall value of the Venture's assets.

73. With regard to all five (5) Vehicles, Defendant has behaved unreasonably.

74. Defendant's conduct as bailor caused economic harm to the Venture and, thereby, to Plaintiff.

75. Defendant has failed to make Plaintiff whole for the losses incurred as a result of Defendant's negligence and refuses now to do so.

76. Defendant's conduct constitutes a breach of the standard of reasonable or ordinary care.

77. Since Plaintiff, as bailor, delivered the Vehicles to Defendant, as bailee, in good, serviceable condition, and the same were damaged or otherwise devalued while in Defendant's possession, there is a rebuttable presumption of negligence on the part of Defendant.

WHEREFORE, Plaintiff, PAOLO ALIATIS, seeks damages from Defendant, FABIAN BASABE, JR., along with the costs of this action and such further relief as this Court deems just and proper.

### **COUNT II: NEGLIGENCE**

78. This is a cause for negligence alleged in addition or alternative to other causes herein.

79. The forgoing paragraphs 1-39 are incorporated as if fully set forth here.

80. The parties are joint venturers with regard to the Venture.

81. The parties did not execute an express joint venture agreement but rather formed a joint venture agreement through a combination of verbal and electronic communications. *See*

#### **Comp. Exhibit "A"**

82. In Florida, laws governing partnerships apply to joint venturers as well.

83. As a joint venturer, Defendant owes Plaintiff a duty of care of a reasonably prudent business partner.

84. Defendant failed to meet his duty of care; to wit.

#### **Vehicles #1**

85. Defendant caused the doors and cabin of Vehicle #1 to be removed, thereby exposing the interior of the vehicle.

86. Thereafter, Defendant simply parked the vehicle, uncovered, on the street and left exposed it there for several months.

87. Being thusly subject to the Miami rain and sunlight, the interior of the vehicle was substantially damaged, and the value of the vehicle was dramatically decreased.

88. Defendant took said actions without requesting Plaintiff's consent and without even notifying Plaintiff.

*Vehicles #4 and #5*

89. Defendant caused both California Vehicles to be relocated to California without requesting Plaintiff's consent or even providing notice to Plaintiff.

90. Moreover, Defendant sent the vehicles to a location that imposes storage fees.

91. Defendant has made no arrangements for the California Vehicles to be sold or returned to Florida.

92. As a result, the vehicles are now on the other side of the country incurring monthly storage fees with no plan in place to sell them.

93. Defendant's conduct in this regard has reduced the overall value of the California Vehicles and caused economic harm to the Venture.

94. No ordinarily prudent person would have committed Defendant's acts and omissions with regard to vehicles #1, #4 and #5.

WHEREFORE, Plaintiff, PAOLO ALIATIS, seeks damages from Defendant, FABIAN BASABE, JR., along with the costs of this action and such further relief as this Court deems just and proper.

### **COUNT III: BREACH OF FIDUCIARY DUTY**

95. This is a cause for breach of fiduciary duty alleged in addition or alternative to other causes herein.

96. The forgoing paragraphs 1-39 are incorporated as if fully set forth here.

97. As a joint venturer, Defendant owes Plaintiff a duty of loyalty and duty of care pursuant F.S. §620.8404.

98. Defendant failed to meet his fiduciary duty to Plaintiff; to wit.

#### Vehicle #2

99. Defendant delivered Vehicle #2 to a local repair shop.

100. However, Defendant did not cause any repairs or improvements to be made to the vehicle.

101. Rather, Defendant caused the repair shop to scavenge certain parts from Vehicle #2 to be used on other vehicles that are not part of the Venture.

102. The parts thusly taken from Vehicle #2 were property of the joint venture.

103. Defendant did not share any benefits garnered by virtue of removing parts from the vehicle.

104. Defendant took said action in secret, rather than informing Plaintiff and seeking consent.

105. Plaintiff only discovered the unauthorized use of Venture property by coming out of pocket for travel from the United Kingdom to Florida.

106. By the time Plaintiff arrived, the vehicle had essentially been salvaged and used for parts.

107. Defendant's actions in this regard greatly reduced the value of the vehicle.

Vehicle #3

108. Defendant surreptitiously converted Vehicle #3 to his own personal use and that of his family.

109. Defendant did not seek Plaintiff's consent to use the vehicle in this manner, nor did Defendant reveal to Plaintiff his personal use of the vehicle.

110. Plaintiff only discovered the unauthorized use of Venture property by coming out of pocket for travel from the United Kingdom to Florida.

111. Defendant's deception and self-interested actions in this regard Defendant caused unnecessary miles and wear and tear on the vehicle.

112. Defendant's deception and self-interested actions in this regard delayed the sale of the vehicle.

113. Defendant's conversion of Venture property in this fashion was unlawful and unethical.

114. Defendant's actions and omissions regarding Vehicles #2 and #3 constitute a breach of fiduciary duty.

115. Defendant's actions and omissions regarding Vehicles #2 and #3 caused economic loss to the Venture and to Plaintiff.

WHEREFORE, Plaintiff, PAOLO ALIATIS, seeks damages from Defendant, FABIAN BASABE, JR., along with the costs of this action and such further relief as this Court deems just and proper.

#### **COUNT IV: BREACH OF COVENANT OF GOOD FAITH & FAIR DEALING**

116. This is a cause for breach of good faith and fair dealing, pursuant F.S. §620.8404(4) and common law, alleged in addition or alternative to other causes herein.

117. The forgoing paragraphs 1-39 are incorporated as if fully set forth here.

118. Defendant failed to meet his duty of good faith and fair dealing to Plaintiff, under both Florida common law and statutes governing Florida partnerships.

#### **Vehicle #2**

119. Defendant delivered Vehicle #2 to a local repair shop but not for the purpose of repairs or improvements.

120. Rather, Defendant caused the repair shop to scavenge certain parts from Vehicle #2, property of the Venture, to be used on other vehicles that are not part of the Venture.

121. Defendant did not share any benefits generated by removing parts from the vehicle.

122. Defendant took said action in secret, rather than informing Plaintiff and seeking consent.

123. Plaintiff only discovered such use of Venture property by traveling from the United Kingdom to Florida.

124. By the time Plaintiff arrived, Vehicle #2 had essentially been salvaged and used for parts.

125. Defendant's actions were in direct contravention of the Venture business model of importing the Vehicles for sale in the Florida market.

Vehicle #3

126. Defendant surreptitiously converted vehicle #3 to his own personal use and that of his family.

127. Defendant did not seek Plaintiff's consent to use the vehicle in this manner, nor did Defendant reveal to Plaintiff his personal use of the vehicle.

128. Plaintiff only discovered the unauthorized use of Venture property by traveling from the United Kingdom to Florida.

129. Defendant's deception and self-interested actions in this regard caused unnecessary miles and wear and tear on the vehicle.

130. Defendant's deception and self-interested actions in this regard delayed the sale of the vehicle.

131. Defendant's conversion of Venture property in this fashion was unlawful and/or unethical.

132. Defendant's actions and omissions regarding Vehicles #2 and #3 constitute a violation of F.S. §620.8404(4) and the implied covenant of good faith and fair dealing.

133. Defendant's actions and omissions regarding Vehicles #2 and #3 caused economic loss to the Venture and to Plaintiff.

134. Accordingly, Defendant's violation/breach has caused economic harm to Plaintiff.

WHEREFORE, Plaintiff, PAOLO ALIATIS, seeks damages from Defendant, FABIAN BASABE, JR., along with the costs of this action and such further relief as this Court deems just and proper.

Submitted by:

HARRINGTON LEGAL ALLIANCE  
311 Golf Road, Ste. 1000  
West Palm Beach, FL 33401  
T: (561) 253-6690  
F: (561) 475-2140  
Primary: [service@myhlaw.com](mailto:service@myhlaw.com)

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



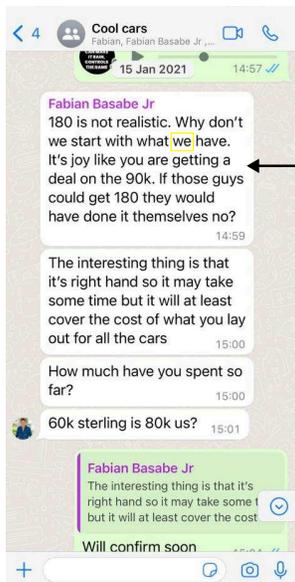
Jeffrey Harrington

FBN: 55981

# EXHIBIT "A"

## Evidence of JV Agreement:

15 January 2021



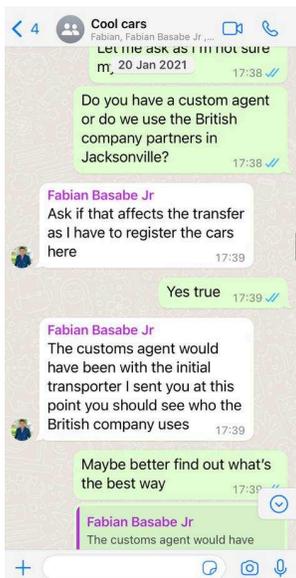
← Evidence of Venture

20 January 2021



by January 2021, an agreement has been constructed and the execution has started.

20 January 2021



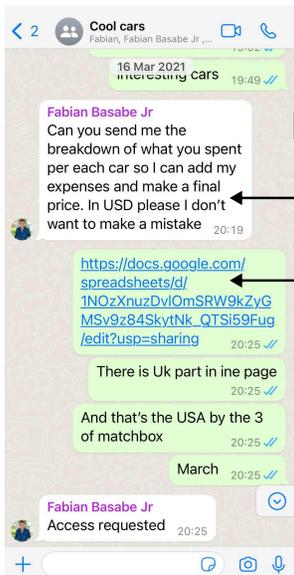
by 20th January 2021, the agreement has been confirmed.

17 February 2021



The execution has been completed and vehicle documents were handed over to the Defendant.

16 March 2021



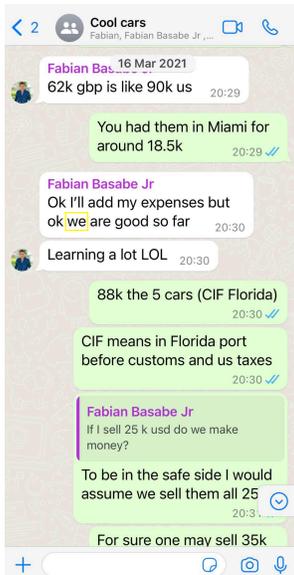
Venture financials are confirmed

Plaintiff provides financials formally

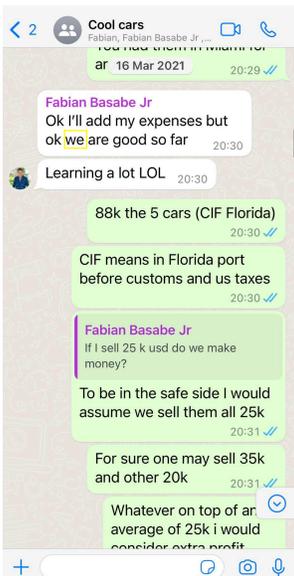


Evidence of venture

16 March 2021



Plaintiff's role seize when defendant receives report on investments made by Plaintiff and a minimum target sales price has been agreed by both parties.

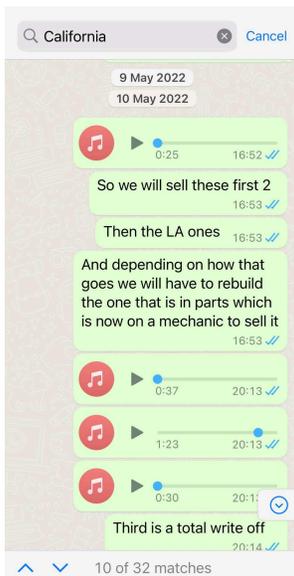


# EXHIBIT "B"

## Evidence of Varied Agreement:

Plaintiff and defendant agreement on plaintiff taking over the 3 vehicles in Florida first and then the California vehicles once the first 3 are sold.

16 March 2021



# EXHIBIT "C"

1/10/23, 4:36 PM

RE: Matter No. ; Notice of Imminent Litigation & Proposal for Settlement - wendy@myhlaw.com - CorpSolutions Mail

RE: Matter No. ; Notice of Imminent Litigation & Proposal for Settlement External Inbox



**Wendy Fundora** <wendy@myhlaw.com>  
to fabianbasabe2, Jeff, bcc: Paolo

Mon, Nov 7, 2022

Good afternoon Mr. Basabe,

Our firm represents Paolo Aliatis in the matter mentioned above.

Please refer to the attachment for more information.

If you have any questions or concerns, feel free to contact me using the information below.

Kind regards,

Wendy.

cc: Jeffrey Harrington, Esq.

**Wendy Fundora**  
Paralegal



311 Golf Road  
West Palm Beach, FL 33407  
Office: (561) 253-6690  
[www.myhlaw.com](http://www.myhlaw.com)

One attachment • Scanned by Gmail



**Fabian Basabe** <fabianbasabe2@aol.com>  
to me, Jeff

Wed, Nov 9, 2022

Dear Mr. Harrington

I am in receipt of your documents; however, you failed to send me a written and signed agreement Between Mr. Aliatis and myself.

I text correspondence that shows I was doing him a favor because of his family relations with my father. This in no way shows that we had any kin agreement.

Govern yourself accordingly.

Fabían Basabe  
#fabianforflorida  
[fabianbasabe.com](http://fabianbasabe.com)

On Nov 7, 2022, at 5:16 PM, Wendy Fundora <[wendy@myhlaw.com](mailto:wendy@myhlaw.com)> wrote:

November 7, 2022

**Via Email & Certified Mail**

Fabian Basabe  
9 Island Avenue  
Miami Beach, FL 33139

159 NE 45<sup>th</sup> Street  
Miami Beach, FL 33137

**RE: NOTICE OF IMMINENT LITIGATION & PROPOSAL FOR SETTLEMENT**

Mr. Basabe:

Please be advised this firm represents Paolo Aliatis such that your future communications should be sent to my attention by the information below or at [jeff@myhlaw.com](mailto:jeff@myhlaw.com), with copy to my assistant, Wendy Fundora, at [wendy@myhlaw.com](mailto:wendy@myhlaw.com).

To summarize, our client seeks recovery of losses sustained in connection with the joint venture (“JV”) you and he embarked upon in December 2020, which focused on the import and resale of the following vehicles (the “Venture”):

- Vehicle 1 - Green Land Rover 90
- Vehicle 2 - Red Land Rover 90 Soft Case 90
- Vehicle 3 - Green Pick-up Land Rover 90
- Vehicle 4 - Red Land Rover Pick Up 90
- Vehicle 5 - Grey Land Rover Hard Case 90

Per the parties’ agreement (the “JV Agreement”), you and Mr. Aliatis were to split the profits from the Venture 50/50. It is our position the Venture resulted in net losses as a direct result of fraudulent and/or negligent conduct on your part, as described herein.

**The Venture**

On February 9, 2021, our client caused the five (5) vehicles (the “Vehicles”) to be shipped from the UK to Florida. Acquisition and shipping of the Vehicles cost our client \$71,155.60. On March 1, 2021, the Vehicles arrived, and you took possession of the same, paying \$4,623.13 for release of the cargo.

Our client’s duties under the JV Agreement effectively ended on or about March 16, 2021, when he provided to you a written accounting of the Venture’s costs to date, along with title documentation needed to effectuate the improvement and sale of the Vehicles.

By that time, you had already begun your role under the Venture, which included making – or causing to be made – certain cosmetic improvements to the Vehicles in order to obtain a sale price of not less than \$25,000 per vehicle.

By April 9, 2021, you reported to our client that the Vehicles had passed DMV inspections and were ready for resale. To this point, the Venture seemed to be proceeding in accordance with the parties' expectations and agreement. However, during the months that followed, there was little or no communication between the parties.

On September 16, 2021, you informed Mr. Aliatis that, instead of selling the Vehicles as agreed, you were still in possession of all five (5) Vehicles. Mr. Aliatis advised at that time that your conduct was not in accordance with the JV Agreement and further requested that you promptly conclude the JV by selling the Vehicles as agreed.

Another two (2) months went by without any updates from you when, on November 29, 2021, Mr. Aliatis contacted you for an update. At that time, you advised that three (3) of the Vehicles were still in your possession and that you had sent two (2) of the Vehicles to a dealership in California.

After this conversation, Mr. Aliatis realized you were either mismanaging your end of the Venture, or actively sabotaging the same, so he traveled to Florida to assess the situation. To his disappointment, Mr. Aliatis found two (2) of the Vehicles in front of your parents' home, one of which had sustained significant damage due to having been left out in the elements without the cabin.<sup>1</sup> As for the third Vehicle, it had been disassembled and was being stored at another location – what was left of it.

At this point, there was nothing to be done but salvage as much of the Venture as possible. Since you had proven ineffective in carrying out your role in the Venture, Mr. Aliatis agreed to get involved and mitigate loss to the extent possible. A recap of the condition of the Vehicles at that time is as follows:

**11.1- Vehicle 1** - In the “before” picture the Vehicle has a winch, is completely painted, and fitted with all terrain tires. The “after” picture show the winch had been removed, the tires had been replaced with much lower quality tires, and the paint had been removed.

**11.2- Vehicle 2** - In the same condition as when sent from the UK.

**11.3- Vehicle 3** - No cabin and missing the doors.

**11.4 - Vehicle 4** – unknown location in California

**11.5 - Vehicle 5** – unknown location in California

Mr. Aliatis was successful in selling the three (3) Florida Vehicles as follows:

**Vehicle 1** - sold for an estimated price of \$8,500.

**Vehicle 2** - sold for an estimated price of \$22,000.

**Vehicle 3** - Sold for an estimated price of \$16,000.

On August 28, 2022, Mr. Aliatis turned his attention to the two (2) remaining Vehicles and learned for the first time that they had each been accruing storage fees of \$200/month in California. The last two (2) Vehicles are still pending a final resolution.

<sup>1</sup> Supposedly, you had determined make the Vehicle into a convertible.

**Analysis**

Under Florida Statutes, Title XXXVI, joint venturers have certain duties to the venture as well as each other. You have clearly breached those duties. Whether your detrimental conduct was purposeful or simply negligent remains to be determined. Either way, however, you are responsible for the Venture's losses.

**Proposal for Settlement**

Since the parties agreed to a 50/50 split, your liability is limited to just our client's expected profits.

**ASSETS**

Cash proceeds from vehicles sales	46,500
California Vehicles Cost Value	28,462
	<b>74,962</b>

**LIABILITIES**

Mr Aliatis' Investments	81,188.24
Mr Basabe' Investments	28,623.13
Californian cars recovery provision	8,900.00
	<b>118,711.37</b>

TOTAL LOSSES	43,749.37
Losses to each partner:	<b>21,874.69</b>

Accordingly, Mr. Aliatis will agree to settle this matter for a payment of **\$21,874.69**, along with turnover of the Vehicles in California, if and only if payment is made within fourteen (14) days of receipt of this letter.

Failure to accept this one-time offer will result in the speedy filing of litigation in Miami-Dade. At that time, this offer of settlement shall be deemed withdrawn and of no effect. Moreover, Mr. Aliatis will seek the full amount of his damages, along with attorneys' fees and costs for the litigation.

Please be governed accordingly.

Best regards,

/s/ Jeff Harrington  
Jeffrey Harrington, Esq.

*Schedules Enclosed*

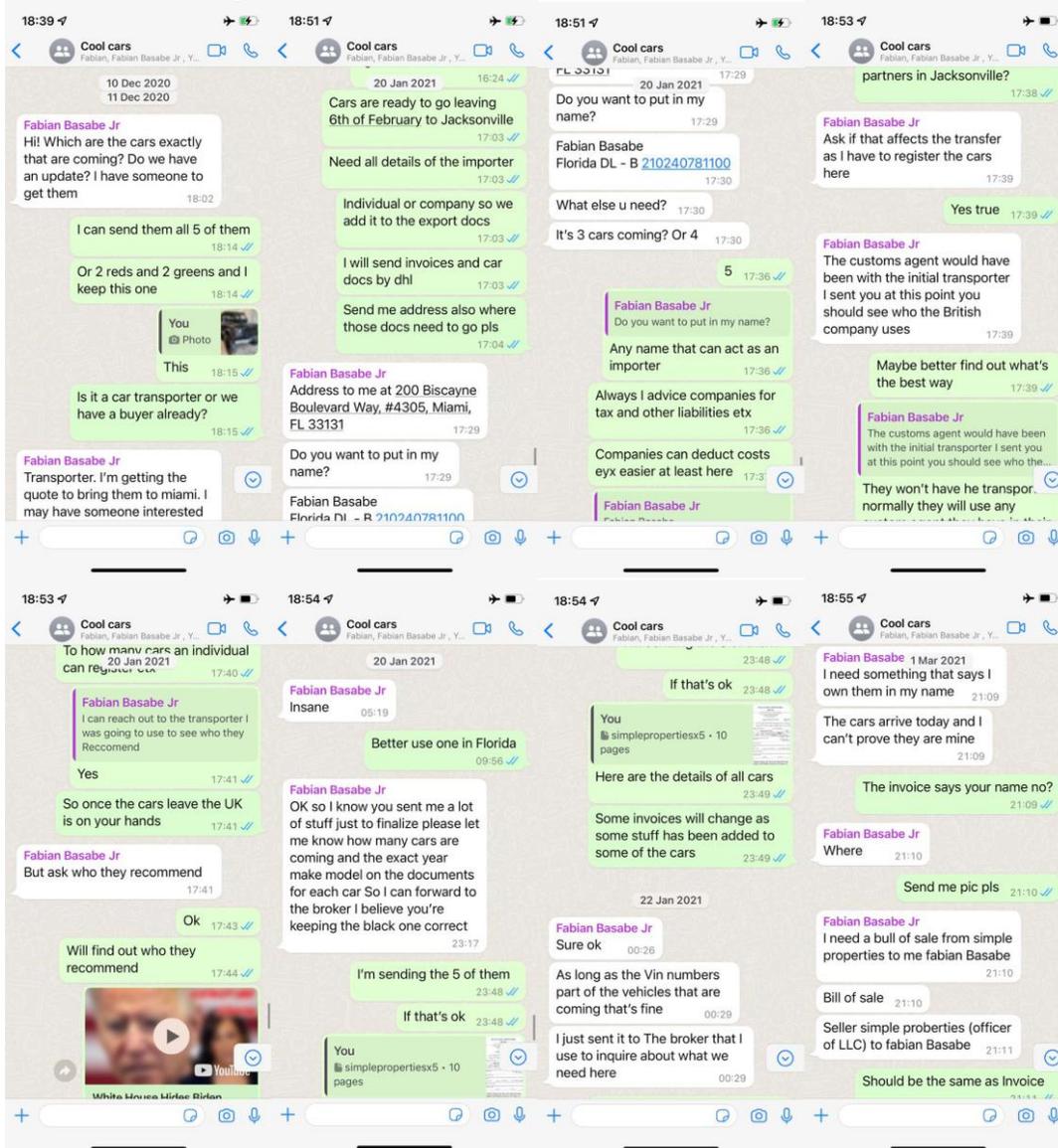
**SCHEDULE INDEX**

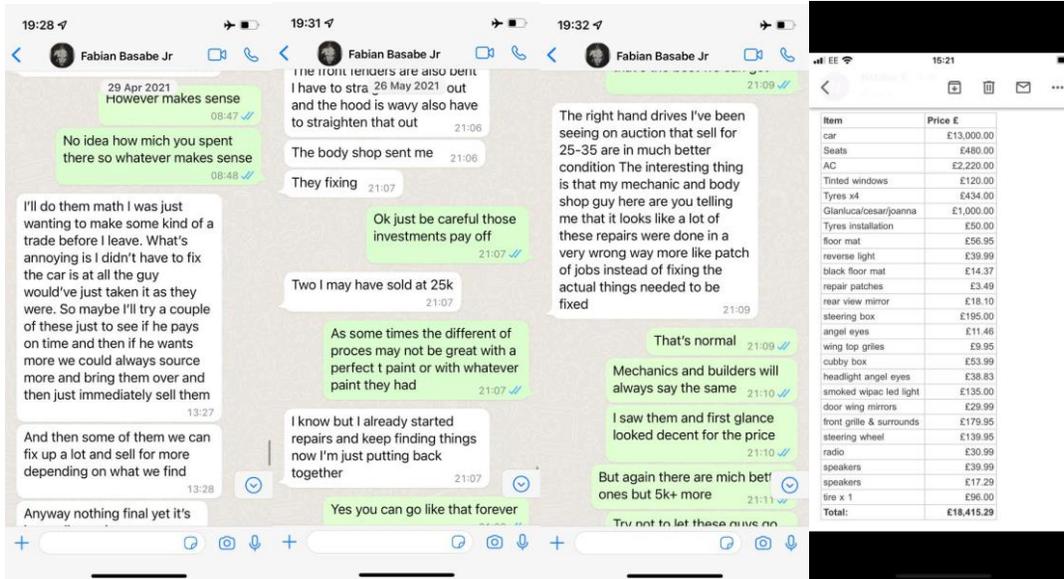
- The agreement (Schedule 1)
- Import documentation (Schedule 2)
- Costs and documents for importation (Schedule 3)
- Florida exposition pictures (Schedule 4)
- Evidence against Mr Basabe's claim (Schedule 5)
- DMV inspection and offers (Schedule 6)
- Evidence of Mr Basabe's claim (Schedule 7)
- Evidence of first confirmation of California shipment (Schedule 8)
- Evidence vehicle 3 outside Mr Basabe's parent's house (Schedule 9)
- Evidence (Schedule 10)
- Pictures of condition of vehicles on handover to Mr Aliatis (Schedule 11)
- Picture evidence of California vehicle's storage fees (Schedule 12)
- Excel of Investments and costs attached in a separate document

46a

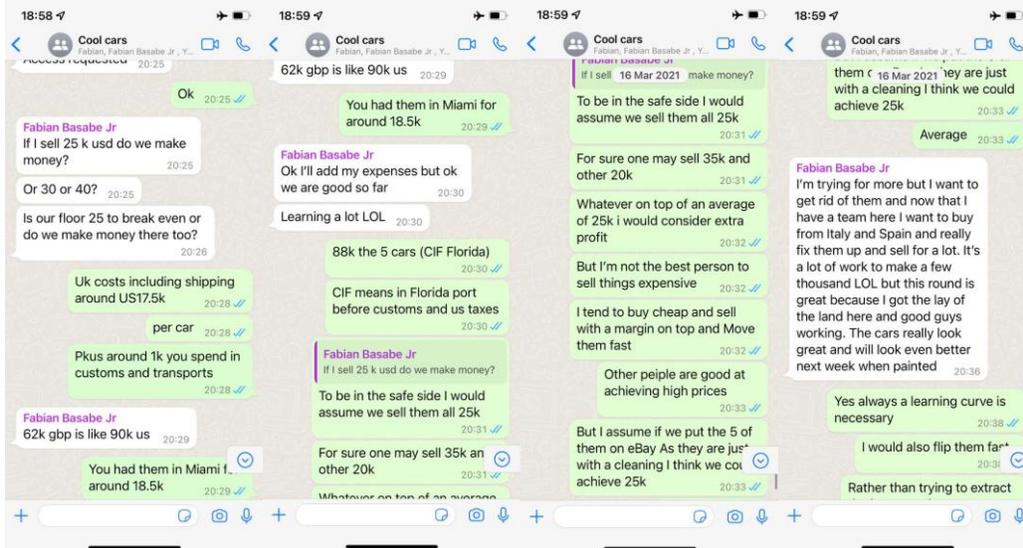
## Schedule 1

### 1.1 Evidence of agreement



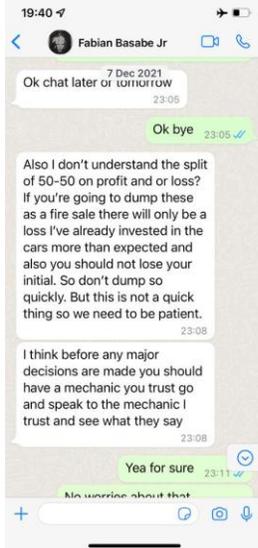


1.2 – Agreed target price of \$25,000 including evidence of Mr. Basabe’s acceptance





### 1.3 – Evidence of 50/50 losses agreement within the Whatsapp chat.



### **Schedule 2** Import documents

46a



## WALTON MOTORS

**4x4 Ltd.**

USED CAR SALES SPECIALISTS

Manfield Park, Guildford Road, Cranleigh, Surrey GU6 8PT  
Tel: 01483-272486 Fax: 01483-267408  
Email: walton-motors@hotmail.co.uk  
www.walton-motors.co.uk

### USED CAR SALES INVOICE

No: **4346**

Sold to: Name: Simple Properties Management and Lettings LTD  
Address: 27 Old Gloucester Street London WC1N 3AX

Date of Sale: 24/11/20 No. in Stock-book: \_\_\_\_\_

PARTICULARS OF VEHICLE						PRICE	
Make	Model	Reg. Number	Eng. Number	Chassis No.	Month & Year first reg in UK	£	p
Land Rover	Defender	M22L OES	16L1945SA	SALLDVAF7M96222	11/12 1995	12,995	00
						VAT	0
						TOTAL	12,995

The mileage of this vehicle is to be taken as incorrect unless otherwise stated.

Including Reproxy.

Declaration by the seller:-

I declare that Walton Motors 4x4 Ltd. are the seller of the vehicle described above for the purchase price stated.

Date: 24/11/20 Signature: M. W. W. W. W. W. Print Name: MARK W. W. W. W.

Declaration by the purchaser:-

I declare that I have purchased the vehicle stated above from Walton Motors 4x4 Ltd. for which this invoice has been issued

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Walton Motors has been the respected name behind Used Vehicles in Surrey for many years.**

UK Registration Certificate Official use only

---

**4. Vehicle details**

A Registration number: **J336 YWF** (A1) Vehicle character: **J** 3

B Date of first registration: **11 12 1991**  
(B-1) Date of first registration in the UK: **11 12 1991**

D.1 Make: **LAND ROVER**  
D.2 Type: \_\_\_\_\_

Variant: \_\_\_\_\_  
Version: \_\_\_\_\_

D.3 Model: **90 DEFENDER TURBO DIES**  
D.3 Body type: **LIGHT 4X4 UTILITY**

D.4 Taxation class: **PRIVATE/LIGHT GOODS (PLG)**

D.5 Suspension type: \_\_\_\_\_

F1 Revenue weight: **3499 KG GROSS**  
F1 Cylinders capacity (cc): **2495 CC**

F2 CO<sub>2</sub> (g/km): \_\_\_\_\_

F3 Type of fuel: **HEAVY OIL**

S.1 Number of axles, including other: \_\_\_\_\_  
S.2 Number of standing places (before approval): \_\_\_\_\_

D.6 Wheelspan: **2-AXLE-RIGID BODY**

J Vehicle category: \_\_\_\_\_  
K Type approval number: \_\_\_\_\_  
L2 Max. net power (kW): \_\_\_\_\_  
E VIN/Chassis/Frame No.: **SALLDVAF7J500739**  
F9 Engine number: **11L15044L**

F1 Max. permissible mass (incl. mtw): \_\_\_\_\_  
G Mass in service: \_\_\_\_\_  
Q Power/Weight ratio (kW/kg) (only for motorcycles): \_\_\_\_\_

B Colour: **RED**

B Technical permissible maximum allowable mass of the trailer: \_\_\_\_\_

O.1 Unbraked bog: \_\_\_\_\_  
O.2 Unbraked bog: \_\_\_\_\_  
U Braked bog: \_\_\_\_\_  
U.1 auxiliary (SRRA): \_\_\_\_\_  
U.2 engine speed (rev/min): \_\_\_\_\_  
U.3 other by (SRRA): \_\_\_\_\_

V Exhaust Emissions:  
V.1 CO (g/km or g/kWh): \_\_\_\_\_  
V.2 HC (g/km or g/kWh): \_\_\_\_\_  
V.3 NOx (g/km or g/kWh): \_\_\_\_\_  
V.4 HC+NOx (g/km): \_\_\_\_\_  
V.5 particulates (g/km or g/kWh): \_\_\_\_\_

**5. Registered keeper**

C.4 - This document is not proof of ownership.

C.3.1 **PETER**  
C.3.1 **BANLEY**  
C.3.3 **5 HALLCROFT CLOSE**  
**BILLINGHAM**  
**WS22 1GN**

**6. New keeper or new name/new address details**

ACQUIRED VEHICLE ON: **25 02 17**

Please write in black ink and CAPITAL LETTERS.

M.1 | M.2 | M.3 | Please tick 2 of the appropriate box **W** 4

Type for example, Mr, Mrs, Miss or MS or other title name: \_\_\_\_\_  
First name: \_\_\_\_\_  
Surname: \_\_\_\_\_  
For company use only (DVLA's first number): \_\_\_\_\_  
Date of birth (not required by law): \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Please help us to help you by giving your postcode.

House No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Post town: \_\_\_\_\_

New keeper? If so tick this box **K** 12 Date of sale or transfer: \_\_\_\_\_  
Date shown in section 6 and my name and address are correctly shown.

Driving licence number of the new keeper (not required by law): \_\_\_\_\_  
Present mileage (not required by law): \_\_\_\_\_  
Please apply to your nearest Post Office.

**7. Changes to current vehicle** (Only when changing the vehicle or body type)

Wheelspan / Body type: \_\_\_\_\_  
VIN / Chassis / Frame Number: \_\_\_\_\_

New revenue weight: \_\_\_\_\_ Date of change: \_\_\_\_\_  
Old revenue weight: \_\_\_\_\_  
Date of change: \_\_\_\_\_  
Old revenue weight: \_\_\_\_\_

Number of axles, including other: \_\_\_\_\_  
No. of axles, including other: \_\_\_\_\_  
Type of fuel: \_\_\_\_\_

Engine number: \_\_\_\_\_  
New colour: \_\_\_\_\_ Date of change: \_\_\_\_\_  
Old colour: \_\_\_\_\_  
Date of change: \_\_\_\_\_

"The tax class shown in section 7 can only be changed when taxing. Please apply to your nearest Post Office."

**8. Declaration - You MUST sign, date and return this page to DVLA, Swansea, SA99 1BA when you notify any changes.**

Registered keeper / I declare that the new details I have given are correct to the best of my knowledge. New keeper / I declare that this vehicle was sold or transferred to me on the date shown in section 6 and my name and address are correctly shown.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Official use only - Please do not write below this line. **V5C-0116**  
Doc. Ref. N° **7056 675 0372** 25 02 17  
Des. Codes **139250070 / 000575** 22

## WALTON MOTORS

**4x4 Ltd.**

USED CAR SALES SPECIALISTS

Manfield Park, Guildford Road, Cranleigh, Surrey GU6 8PT  
Tel: 01483-272486 Fax: 01483-267408  
Email: walton-motors@hotmail.co.uk  
www.walton-motors.co.uk

### USED CAR SALES INVOICE

No: **4347**

Sold to: Name: Simple Properties Management and Lettings LTD  
Address: 27 Old Gloucester Street London WC1N 3AX

Date of Sale: 24/11/20 No. in Stock-book: \_\_\_\_\_

PARTICULARS OF VEHICLE						PRICE	
Make	Model	Reg. Number	Eng. Number	Chassis No.	Month & Year first reg in UK	£	p
Land Rover	Defender	M22L OES	16L1945SA	SALLDVAF7M96222	11/12 1995	12,995	00
						VAT	0
						TOTAL	12,995

The mileage of this vehicle is to be taken as incorrect unless otherwise stated.

Declaration by the seller:-

I declare that Walton Motors 4x4 Ltd. are the seller of the vehicle described above for the purchase price stated.

Date: 24/11/20 Signature: M. W. W. W. W. Print Name: MARK W. W. W. W.

Declaration by the purchaser:-

I declare that I have purchased the vehicle stated above from Walton Motors 4x4 Ltd. for which this invoice has been issued

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Walton Motors has been the respected name behind Used Vehicles in Surrey for many years.**

UK Registration Certificate Official use only

---

**4. Vehicle details**

A Registration number: **M624 OKS** (A1) Vehicle character: **Z** 3

B Date of first registration: **13 03 1995**  
(B-1) Date of first registration in the UK: **13 03 1995**

D.1 Make: **LAND ROVER**  
D.2 Type: \_\_\_\_\_

Variant: \_\_\_\_\_  
Version: \_\_\_\_\_

D.3 Model: **90 DEFENDER TDI**  
D.3 Body type: **LIGHT 4X4 UTILITY**

D.4 Taxation class: **PRIVATE/LIGHT GOODS (PLG)**

D.5 Suspension type: \_\_\_\_\_

F1 Revenue weight: **3499 KG GROSS**  
F1 Cylinders capacity (cc): **2495 CC**

F2 CO<sub>2</sub> (g/km): \_\_\_\_\_

F3 Type of fuel: **HEAVY OIL**

S.1 Number of axles, including other: \_\_\_\_\_  
S.2 Number of standing places (before approval): \_\_\_\_\_

D.6 Wheelspan: **2-AXLE-RIGID BODY**

J Vehicle category: \_\_\_\_\_  
K Type approval number: \_\_\_\_\_  
L2 Max. net power (kW): \_\_\_\_\_  
E VIN/Chassis/Frame No.: **SALLDVAF7M96222**  
F9 Engine number: **16L1945SA**

F1 Max. permissible mass (incl. mtw): \_\_\_\_\_  
G Mass in service: \_\_\_\_\_  
Q Power/Weight ratio (kW/kg) (only for motorcycles): \_\_\_\_\_

B Colour: **GREEN**

B Technical permissible maximum allowable mass of the trailer: \_\_\_\_\_

O.1 Unbraked bog: \_\_\_\_\_  
O.2 Unbraked bog: \_\_\_\_\_  
U Braked bog: \_\_\_\_\_  
U.1 auxiliary (SRRA): \_\_\_\_\_  
U.2 engine speed (rev/min): \_\_\_\_\_  
U.3 other by (SRRA): \_\_\_\_\_

V Exhaust Emissions:  
V.1 CO (g/km or g/kWh): \_\_\_\_\_  
V.2 HC (g/km or g/kWh): \_\_\_\_\_  
V.3 NOx (g/km or g/kWh): \_\_\_\_\_  
V.4 HC+NOx (g/km): \_\_\_\_\_  
V.5 particulates (g/km or g/kWh): \_\_\_\_\_

**5. Registered keeper**

C.4 - This document is not proof of ownership.

C.3.1 **WILLIAM**  
C.3.1 **STANFELT**  
C.3.3 **GLEN SCOBE**  
**TINKERS STREET**  
**BR44 6PX**

**6. New keeper or new name/new address details**

ACQUIRED VEHICLE ON: **05 06 2008**

Please write in black ink and CAPITAL LETTERS.

M.1 | M.2 | M.3 | Please tick 2 of the appropriate box **W** 4

Type for example, Mr, Mrs, Miss or MS or other title name: \_\_\_\_\_  
First name: \_\_\_\_\_  
Surname: \_\_\_\_\_  
For company use only (DVLA's first number): \_\_\_\_\_  
Date of birth (not required by law): \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Please help us to help you by giving your postcode.

House No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Post town: \_\_\_\_\_

New keeper? If so tick this box **K** 12 Date of sale or transfer: \_\_\_\_\_  
Date shown in section 6 and my name and address are correctly shown.

Driving licence number of the new keeper (not required by law): \_\_\_\_\_  
Present mileage (not required by law): \_\_\_\_\_  
Please apply to your nearest Post Office.

**7. Changes to current vehicle** (Only when changing the vehicle or body type)

Wheelspan / Body type: \_\_\_\_\_  
VIN / Chassis / Frame Number: \_\_\_\_\_

New revenue weight: \_\_\_\_\_ Date of change: \_\_\_\_\_  
Old revenue weight: \_\_\_\_\_  
Date of change: \_\_\_\_\_  
Old revenue weight: \_\_\_\_\_

Number of axles, including other: \_\_\_\_\_  
No. of axles, including other: \_\_\_\_\_  
Type of fuel: \_\_\_\_\_

Engine number: \_\_\_\_\_  
New colour: \_\_\_\_\_ Date of change: \_\_\_\_\_  
Old colour: \_\_\_\_\_  
Date of change: \_\_\_\_\_

"The tax class shown in section 7 can only be changed when taxing. Please apply to your nearest Post Office."

**8. Declaration - You MUST sign, date and return this page to DVLA, Swansea, SA99 1BA when you notify any changes.**

Registered keeper / I declare that the new details I have given are correct to the best of my knowledge. New keeper / I declare that this vehicle was sold or transferred to me on the date shown in section 6 and my name and address are correctly shown.

Signature: \_\_\_\_\_ Date: 6-9-17  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Official use only - Please do not write below this line. **V5C-0311**  
Doc. Ref. N° **2144 828 2769** 22 05 12



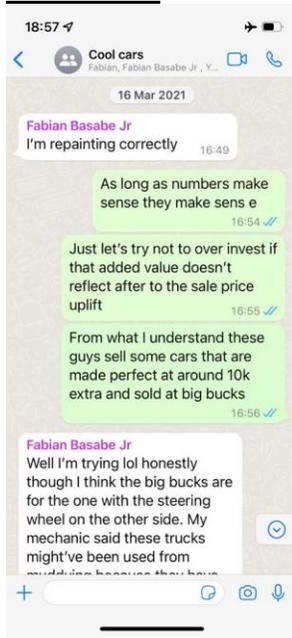
**Schedule 4**

Photographic evidence of the vehicles exhibited in Florida.



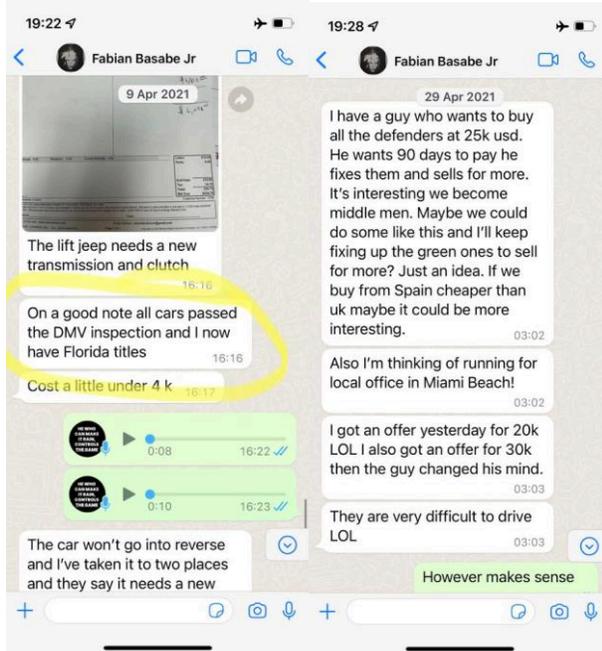
46

### Schedule 5



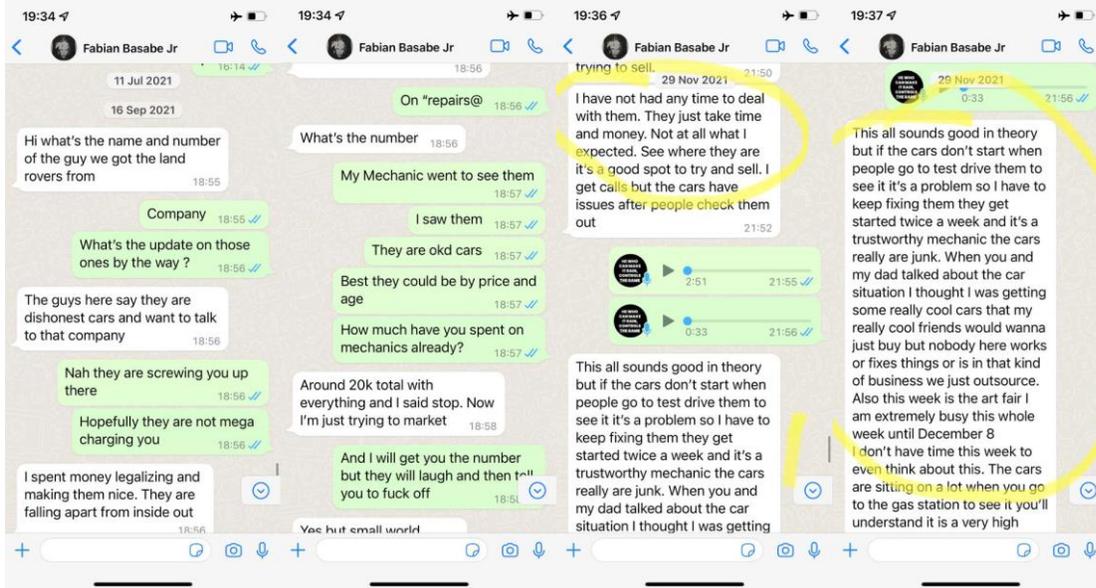
### Schedule 6

DMV inspection and offers proving vehicles in good condition before Mr Basabe continued mechanic and aesthetic work.



**Schedule 7**

Evidence of Mr Basabe's claim.



**Schedule 8**

First notice provided to Mr Aliatis informing him on the location of the vehicles, California.



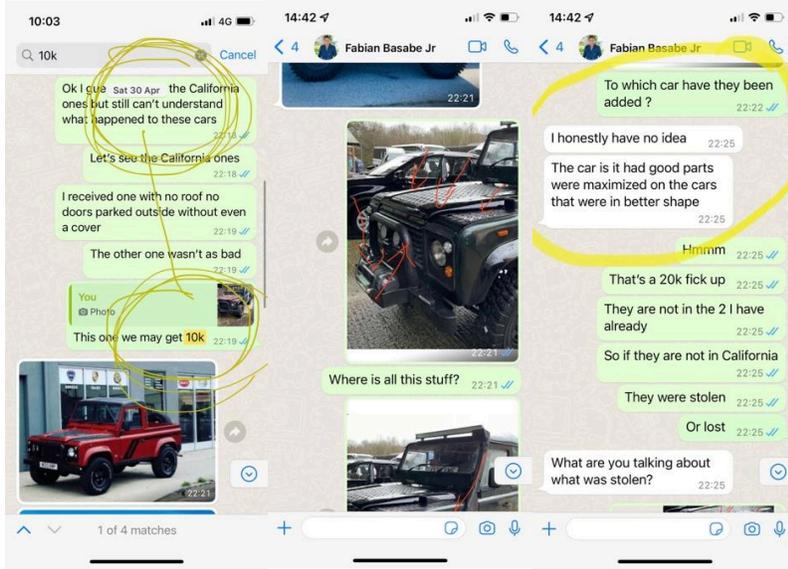
466

### Schedule 9

Condition of Vehicle 3 when handed over to Mr Aliatis' possession.



### Schedule 10



46a

**Schedule 11**

The image on the left shows the condition of the car when passed over to Mr Basabe's responsibility. The image on the right shows the condition of the same vehicle once returned to Mr. Aliatis.

**11.1 Vehicle 1 – Green Land Rover 90 ‘Jeep version’**



**11.2 Vehicle 2 – Red Land Rover 90 Soft ‘Jeep version’**



**11.3 Vehicle 3- Green Pick-up Land Rover 90**



56a

**11.4 Vehicle 4 – Red Land Rover Pick up – in California**



**11.5 Vehicle 5 – Grey Land Rover Hard case ‘Jeep version’ - in California**



**Schedule 12**

Mr Aliatis gaining knowledge of \$2,400 a year for California vehicles paid for the storage of the vehicles.



EXCEL IN A SEPARATE DOCUMENT

# EXHIBIT "D"

## Evidence of Communication with Defendant's Father:

From: **Fabian Basabe** <[fbasabe@aol.com](mailto:fbasabe@aol.com)>  
Date: Sun, 27 Nov 2022 at 14:15  
Subject: Findings  
To: <[paolo@brkv.co.uk](mailto:paolo@brkv.co.uk)>  
Cc: <[fabianbasabe2@aol.com](mailto:fabianbasabe2@aol.com)>, <[jeff@myhlaw.com](mailto:jeff@myhlaw.com)>

Hello Paolo

I have drafted a letter attached, with my findings regarding your claim.  
I apologies for the delay as you know I have been traveling and Fabian has been unavailable with his campaign.  
All the family is very proud of what he has been able to accomplish, I know you are too.

Please read my letter with care and I hope you do the right thing.

Wishing you all the best.

Tu tio

PS: We are also very proud your continuous success in Europe.

Fabian told me that you sold the cars you took custody of at such a low price. That was your decision alone. Fabián maintained two vehicles to guarantee his investment and at no time agreed to any loss. He was simply advancing money to assist in your experiment of this venture for you. Fabián tells me that he can sell the two remaining vehicles, get his money that he had advanced to help you out and you can decide what to do with whatever little profit remains if any. Keep in mind Fabian's time and investment with reasonable expectation of interest on the loan and reasonable