

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO.

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MORBEX AUTOMATION LLC,  
DANILO MONZON,  
JOSHUA SMITH,  
and ADRIAN COLON,

Defendants, and

MORBEX AUTOMATION LOGISTICS CORP.,  
OPTIMISTIC SERVICES INC.,  
JS7 MANAGEMENT LLC,  
ALPHA CONSULTING FIRM LLC,  
SANDOR SARDINAS, and  
SARDINAS PROPERTIES, LLC,

Relief Defendants.

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**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF  
AND DEMAND FOR JURY TRIAL**

Plaintiff Securities and Exchange Commission (the “Commission”) alleges:

**I. INTRODUCTION**

1. The Commission brings this case against Morbex Automation LLC (“Morbex”), a company purportedly in the trucking and logistics business in Miami, Florida, and its authorized members, Danilo Monzon (“Monzon”), Joshua Smith (“Smith”), and Adrian Colon (“Colon”) (collectively “Defendants”), who raised at least \$5.4 million from at least fifty investors in several states through a fraudulent offering of unregistered securities.

2. From at least January 2023 through November 2023 (the “Relevant Period”), Defendants offered securities in the form of investment contracts that Defendants claimed would generate substantial passive income. Through posts on Facebook, Yelp, advertisements and various sales agents, Defendants claimed that an investment of between \$75,000 to \$100,000 would generate monthly returns of between \$4,000 and \$8,000 for the investor.

3. Defendants told investors that they would use investor funds to purchase semi-trailer trucks and then manage and operate those trucks throughout the United States. Defendants told investors that their investments would be safe because the semi-trucks would be purchased and titled in the investor’s name. Defendants also told investors that their investments would be profitable because Morbex had contracts to haul freight for prominent retail companies such as Walmart, Inc. (“Walmart”), Publix Super Markets, Inc. (“Publix”), and Costco Wholesale Corporation (“Costco”).

4. These statements were false. First, Defendants did not use investor funds to purchase semi-trailer trucks on behalf of the investors. Instead, Defendants Smith and Colon directly misappropriated at least \$930,000 of investor funds for themselves by directing investors to transfer their investment funds into bank accounts of Relief Defendants Alpha Consulting Inc. (“Alpha Consulting”) and JS7 Management Inc. (“JS7 Management”), companies controlled by Smith and Colon, respectively. Defendants also transferred at least \$1.2 million from Morbex’s bank account to Relief Defendants Morbex Automation Logistics Corp. (“Morbex Logistics”) (controlled by Monzon and Colon), Optimistic Services Inc. (“Optimistic Services”) (controlled by Monzon) – and Sardinas Properties, LLC (“Sardinas Properties”) (and its owner Sandor Sardinas (“Sardinas”). Additional investor funds were diverted to pay undisclosed commissions to sales agents selling Morbex’s investments to investors.

5. Second, although Defendants used approximately \$1.1 million of investor funds to purchase trucks, Morbex purchased about fourteen trucks in its own name and only one known investor received title to a semi-truck. Morbex used an additional \$530,000 of investor funds to lease trucks. Moreover, contrary to its representations to investors, Morbex never had any contracts with Walmart, Publix, or Costco.

6. Third, due to Defendants' misuse and misappropriation of investor funds, Morbex failed to generate sufficient revenue to pay the high returns promised to investors. In fact, most known investors did not receive any profits whatsoever from Morbex. And the few investors who received monthly profits only received a fraction of the profits they were promised.

7. Monzon, Smith, and Colon also acted as brokers because they supervised a sales team of unregistered brokers, personally solicited investors to purchase securities, and advised investors as to the merits of the investment, all with a certain regularity of participation in securities transactions over the course of almost a year. Monzon, Smith, Colon, and the sales agents have never been registered with the Commission as broker-dealers or associated with a registered broker-dealer.

8. In addition, during the Relevant Period, Relief Defendants did not provide any legitimate services the investor funds they received.

9. As a result of the conduct alleged in this Complaint, Defendants violated Sections 5(a) and (c) of the Securities Act of 1933 (the "Securities Act") [15 U.S.C. §§ 77e(a) and (c)], Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)] and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]; and individual Defendants Monzon, Smith, and Colon also violated Section 15(a) of the Exchange Act.

10. Unless enjoined, Defendants are reasonably likely to continue to violate the federal securities laws.

## **II. DEFENDANTS AND RELIEF DEFENDANTS**

### **A. Defendants**

11. Monzon, age 37, resides in Hialeah, Florida. Monzon was an authorized member of Defendant Morbex, manager of Relief Defendant Morbex Logistics, and Vice President of Relief Defendant Optimistic Services. Monzon was an authorized signatory on both Morbex's and Morbex Logistics' bank accounts

12. Smith, age 43, resides in Miami, Florida. Smith was an authorized member of Defendant Morbex and Relief Defendant JS7 Management. Smith was also a signatory on JS7 Management's bank account.

13. Colon, age 27, resides in Doral, Florida. Colon was an authorized member of Defendant Morbex and Relief Defendant Alpha Consulting. Colon was also a signatory on Alpha Consulting's bank account.

14. Morbex is a Florida limited liability company formed in 2022 with its principal place of business in Miami, Florida. Morbex purportedly specialized in trucking and logistics and offered investors the opportunity to invest through the company's investment offering. Morbex misappropriated investor proceeds during the Relevant Period.

### **B. Relief Defendants**

15. Optimistic Services is a Florida Corporation formed in 2022 with its principal place of business in Hialeah, Florida. Monzon is a Vice President of Optimistic Services. Optimistic Services' address is the same as Monzon's former residence. Optimistic Services received investor

proceeds emanating from the Defendants' securities fraud during the Relevant Period but most of those funds were not used for any apparent legitimate business purpose.

16. Morbex Logistics is a Florida corporation formed in 2024 with its principal place of business in Miami, Florida. Monzon and Colon are managers of Morbex Logistics and along with Sardinas are signatories on its bank account. Morbex Logistics received investor proceeds emanating from the Defendants' securities fraud during the Relevant Period.

17. JS7 Management is a Florida limited liability company formed in 2020 with its principal place of business in Doral, Florida. Smith is a member of JS7 Management and a signatory on its bank accounts. JS7 Management received investor proceeds emanating from the Defendants' securities fraud during the Relevant Period but most of those funds were not used for any apparent legitimate business purpose.

18. Alpha Consulting is a Delaware limited liability company formed in 2023 with its principal place of business in Miami, Florida. Colon is the manager of Alpha Consulting and a signatory on its bank account. Alpha Consulting received investor proceeds emanating from the Defendants' securities fraud during the Relevant Period but those funds were not used for any apparent legitimate business purpose.

19. Sardinas, age 46, is a resident of Hialeah, Florida. Sardinas is an authorized member of Morbex, a signatory on both Morbex and Morbex Logistics' bank accounts, and the manager of Sardinas Properties. Sardinas received investor proceeds emanating from the Defendants' securities fraud during the Relevant Period, through his company Sardinas Properties but the majority of those funds were not used for any apparent legitimate business purpose.

20. Sardinas Properties is a Florida limited liability company formed in 2016 with its principal place of business in Miami, Florida. Sardinas Properties received at least \$708,000 of

investor proceeds emanating from the Defendants' securities fraud during the Relevant Period but those funds were not used for any apparent legitimate business purpose.

### **III. JURISDICTION AND VENUE**

21. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d), and 77v(a)]; and Sections 21(d), 21(e), and Section 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e), and 78aa].

22. This Court has personal jurisdiction over Defendants, and venue is proper in the Southern District of Florida, because Defendants engaged in acts and transactions constituting the violations alleged in this Complaint in this District. Further, Morbex's principal place of business was in Miami, Florida and Defendants Monzon, Smith, and Colon reside in this District.

23. In connection with the conduct alleged in this Complaint, Defendants, directly and indirectly, singly or in concert with others, have made use of the means or instrumentalities of interstate commerce, the means or instruments of transportation and communication in interstate commerce, and the mails.

### **IV. DEFENDANTS' FRAUDULENT CONDUCT**

#### **A. Defendants' Unregistered Offering**

24. Defendants formed Morbex ostensibly to operate a trucking and logistics company in South Florida. During the Relevant Period, Morbex, through its principals Smith, Colon and Monzon, raised over \$5.4 million from at least 50 investors through Morbex's unregistered offering of securities in the form of investment contracts.

25. Defendants solicited investors primarily through promotions on Facebook, Yelp, advertisements, and sales agents, touting the opportunity to earn substantial passive income by investing in Morbex's business and leveraging the trucking industry. Specifically, Morbex offered

investors the opportunity to own a semi-truck by making an investment of between \$75,000 to \$100,000. Under the terms of the investment contract, Morbex promised to handle all aspects of operating the semi-truck necessary for a smooth and successful business, including obtaining necessary licenses and registrations, hiring a driver, and operating expenses such as gas and insurance.

26. For example, Morbex's Facebook advertisement claimed that investors could earn monthly profits of between \$4,000 and \$8,000. The Facebook advertisement claimed that investors could derive significant profits from the hauling contracts Morbex had entered into with several prominent retail companies. The Facebook advertisement had a "contact us" feature that allowed prospective investors to leave their personal contact information so that they could learn more about the investment opportunity.

27. After seeing the Facebook or other online advertisement, investors typically contacted Morbex directly (or were contacted by Morbex after sending contact information through the "contact us" feature) and typically spoke with one or more of Morbex's sales agents. These sales agents generally told interested investors that they would earn between \$4,000 and \$8,000 a month by investing between \$75,000 and \$100,000 with Morbex (the cost of acquiring one semi-trailer truck and obtaining insurance, permits, and licenses to operate on U.S. highways).

28. If the investor was interested, they would then usually speak to Monzon, Smith or Colon, who repeated the same claims. Smith even told at least one investor that he could make monthly profits of \$10,000-\$12,000 if he invested \$75,000 in Morbex, and that Morbex "guarantees passive income within 40-60 days of starting your own trucking business."

29. Morbex also sent prospective investors marketing materials touting Morbex's operations and business model. One marketing brochure stated that investors could make yearly profits of between \$240,000 and \$420,000 if they invested in five trucks through Morbex and projected that investors could earn passive income of \$720,000 to \$1,260,000 in as little as three years:



30. Morbex also frequently emphasized that the investment in Morbex was purely a passive one with investors' returns generated solely from Defendants' efforts. For example, in one marketing brochure provided to investors titled "Investment Proposal," Morbex described its investment proposal as follows: "At Morbex Automation, our goal is to assist investors who have a desire to enter into the trucking management and logistics to generate revenue in our industry. Morbex works with investors and secures for investors the logistics – trucks, staff, licenses, registrations, permits, etc. – necessary for a smooth and successful business. In addition, Morbex tracks and processes bookkeeping and expenses for their investors, which includes gas, insurance,

driver's salaries and more." Morbex brochures also represented that Morbex would purchase a semi-trailer truck on behalf of the investor, hire a qualified driver for the truck, obtain all the permits and insurance necessary to haul freight throughout the U.S., and maintain and repair the truck as needed.

31. Another marketing document also titled "Investment Proposal 2023" described how investors could earn passive income by investing in Morbex:



32. In marketing materials and during oral communications with investors, the individual defendants and sales agents told investors that investing in Morbex would be profitable because Morbex had contracts to haul freight with several large companies, such as Walmart, Publix, and Costco. They also assured investors that their investment was safe because investors would own the truck that Morbex was supposed to purchase on their behalf with their investment funds. In fact, Morbex in its marketing materials highlighted individual truck ownership as the best part of its investment proposal.

33. If investors were interested in investing in Morbex, the individual Defendants provided them with a Morbex contract which, among other things, explained how investor profits would be calculated, assured the investors that Morbex would purchase a semi-truck in the investor's name, and that Morbex would operate and manage the truck. The investment contract also assured investors that their investment funds would be returned in the event the trucks purchased by Morbex for each investor were not fully operational within sixty days. Monzon also promised investors that they would receive a refund if their trucks were not operational in sixty days. Although most investors did not receive the truck they were promised, not one known investor received a refund of his or her investment despite repeated demands.

34. Morbex never filed a registration statement with the Commission to register its offering of securities. Additionally, Morbex did not request or receive any records verifying the net worth or income of their investors. In fact, many investors in Morbex were unaccredited at the time of their investments.

35. Morbex's investment proposals are investment contracts and, therefore securities, within the meaning of Section 2(a)(1) of the Securities Act and Section 3(a)(10) of the Exchange Act.

#### **B. Defendants' Materially False and Misleading Statements to Investors**

36. In connection with Morbex's unregistered offering of securities, Defendants made numerous material misrepresentations to investors about, among other things, the use of investor funds, the safety and profitability of their investment, and the existence of lucrative contracts with Walmart, Publix, and Costco.

37. The Defendants told investors that their investment funds would be used to purchase and outfit a semi-trailer truck which would be titled in the name of the investor, or in the

name of a company owned and controlled solely by the investor. In addition to oral communications, one Morbex marketing brochure stressed the benefits of the investor's individual ownership of the truck. The marketing brochure states: "The best part [of the investment] is that the investor owns the truck, so they get all the tax write offs of owning a commercial vehicle."

38. However, in all but one known occasion, investors never received titles to the trucks they were promised. Despite raising at least \$5.4 million from at least 50 investors, Defendants purchased approximately fourteen semi-trucks titled in the name of Morbex and used at least \$530,000 of investor funds to lease semi-trucks. Additionally, as described below, Defendants diverted at least \$2 million to themselves or entities that they controlled and paid undisclosed commissions to sales agents.

39. The Defendants also told investors that that they would earn monthly profits of \$4,000 to \$8,000 from the operation of each semi-truck. In fact, one marketing brochure stated that on average investors would earn monthly profits of \$5,000-\$8,000. However, only a few investors received any monthly profits, and even those were only a fraction of the profits they were promised. In fact, Morbex never generated sufficient profits to pay the promised returns to investors.

40. Monzon also misrepresented the safety of investing in Morbex by telling investors that they would receive a refund of their investment if their trucks were not operational within sixty days after the contract with Morbex was signed. Despite repeated demands by some investors for a refund of their investment, Morbex failed to refund their investment funds. The Defendants nevertheless continued to sell investments in Morbex even after investors demanded a refund of their investment funds.

41. Finally, to convince investors that Morbex was a safe and lucrative investment, Smith told investors that Morbex had contracts to haul freight with large prominent retailers such as Walmart, Publix, and Costco. Morbex also distributed a brochure that explained the loads Morbex booked with the trucks came from contracts secured with these retailers. However, Morbex never had any contracts with those retailers. Investors heavily relied on this misrepresentation when they decided to invest in Morbex.

42. Defendants knew or were reckless in not knowing the above material representations were false because they were misappropriating investor funds at the time they were making the misrepresentations. Moreover, Morbex's revenue from operations was not significant enough to pay for the profits promised to investors.

### **C. Misappropriation of Investor Funds**

43. At Defendants' direction, investors sent their respective investment funds to Morbex via wire transfer to a Morbex bank account. Morbex and Monzon then transferred funds to entities controlled by Morbex's owners or members. Specifically, Monzon transferred \$963,000 to Morbex Logistics, a company controlled by Monzon, Smith, for no apparent legitimate business purpose. Morbex also transferred \$708,000 of investor funds to Sardinas Properties, a company controlled by Sardinas, for no apparent legitimate business purpose. None of these Relief Defendants used the transferred funds to purchase trucks on behalf of investors.

44. Smith and Colon also directly misappropriated at least \$800,000 and \$130,000, respectively, of investor funds by directing investors to send their investment funds to companies they controlled (JS7 Management and Alpha Consulting) instead of Morbex's bank account. These investors would not have sent their investment funds to JS7 Management and Alpha

Consulting had they known the companies were controlled by Smith and Colon and that Defendants would not be buying trucks in their names with their investment funds.

45. Morbex also misappropriated investor funds by failing to provide investors with the trucks and profits they were promised and failing to return investment funds to investors after they demanded a refund of their investments.

**D. Monzon, Smith, and Colon Acted as Unregistered Brokers in Connection with the Offer and Sale of Morbex's Securities**

46. During the Relevant Period, Defendants Monzon, Smith, and Colon offered and sold securities issued by Morbex to at least 50 investors. Monzon, Smith, and Colon played a significant role in Morbex's offering, including hiring and supervising a team of unregistered brokers to offer and sell Morbex's securities to investors throughout the United States.

47. In fact, the individual defendants provided the sales agents with marketing materials and a script to pitch Morbex investment contracts to prospective investors who contacted Morbex through advertisements posted on Facebook and Yelp. For example, one Yelp add stated:

**About the Business**

Morbex Automation is a Trucking Automation company that creates passive income for their Investors. We get you the truck, we get you the drivers, we broker your freight leaving you at home generating passive income.

[Read more](#)

48. In addition to actively soliciting investors through Facebook and Yelp advertisements, the sales agents supervised by Monzon, Smith and Colon routinely provided advice concerning the merits of investing in Morbex. Some sales agents also were promised or received transaction-based compensation in part based on investor funds raised.

49. In addition to supervising the team of sales agents, Monzon, Smith, and Colon directly engaged in the business of effecting securities transactions for the account of others. More

specifically, Monzon, Smith, and Colon personally solicited investors to purchase securities, advised investors as to the merits of the investment, and misappropriated investor funds, all with a certain regularity of participation in securities transactions over the course of almost a year.

50. At all relevant times, Morbex was not registered with the Commission as a broker-dealer. At all relevant times, Monzon, Smith, and Colon held no securities licenses, were not registered with the Commission as a broker or dealer and were not associated with an entity registered with the Commission as a broker or dealer.

## V. CLAIMS FOR RELIEF

### COUNT I

#### Violations of Section 10(b) and Rule 10b-5(a) of the Exchange Act

51. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

52. During the Relevant Period, Defendants, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, knowingly or recklessly, employed devices, schemes or artifices to defraud in connection with the purchase or sale of securities.

53. By reason of the foregoing, Defendants violated and, unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(a) [17 C.F.R. § 240.10b-5(a)].

### COUNT II

#### Violations of Section 10(b) and Rule 10b-5(b) of the Exchange Act

54. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

55. During the Relevant Period, Defendants, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, knowingly or recklessly made untrue statements of material facts or omitted to state material facts in order to make the statements made,

in the light of the circumstances in which they were made, not misleading in connection with the purchase or sale of securities.

56. By reason of the foregoing, Defendants violated and, unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(b) [17 C.F.R. § 240.10b-5(b)].

### COUNT III

#### **Violations of Section 10(b) and Rule 10b-5(c) of the Exchange Act**

57. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

58. During the Relevant Period, Defendants, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, knowingly or recklessly engaged in acts, practices, and courses of business which have operated, are now operating, and will operate as a fraud upon any person in connection with the purchase or sale of securities.

59. By reason of the foregoing, Defendants violated and, unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(c) [17 C.F.R. § 240.10b-5(c)].

### COUNT IV

#### **Violations of Section 17(a)(1) of the Securities Act**

60. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

61. During the Relevant Period, Defendants, in the offer or sale of securities by use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly, knowingly or recklessly employed devices, schemes or artifices to defraud.

62. By reason of the foregoing, the Defendants violated and, unless enjoined, are reasonably likely to continue to violate, Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

#### COUNT V

##### **Violations of Section 17(a)(2) of the Securities Act**

63. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

64. During the Relevant Period, Defendants, in the offer or sale of securities by any means or instruments of transportation or communication in interstate commerce or of the mails, directly or indirectly, negligently obtained money or property by means of untrue statements of material facts and omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

65. By reason of the foregoing, Defendants violated and, unless enjoined, are reasonably likely to continue to violate, Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

#### COUNT VI

##### **Violations of Section 17(a)(3) of the Securities Act**

66. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

67. During the Relevant Period, Defendants, in the offer or sale of securities by use of the means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, negligently engaged in transactions, practices, or courses of business which have operated, are now operating or will operate as a fraud or deceit upon the purchasers.

68. By reason of the foregoing, Defendants violated and, unless enjoined, are reasonably likely to continue to violate Section 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)(3)].

## COUNT VII

### **Violations of Sections 5(a) and 5(c) of the Securities Act**

69. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

70. No registration statement was filed or in effect Commission pursuant to the Securities Act with respect to the securities and transactions issued by Defendants described in this Complaint and no exemption from registration existed with respect to these securities and transactions.

71. During the Relevant Period, Defendants, directly or indirectly:

a. made use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell securities, through the use or medium of a prospectus or otherwise.

b. carried or caused to be carried securities through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or delivery after sale; or

c. made use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use of medium of any prospectus or otherwise any security, without a registration statement having been filed or being in effect with the Commission as to such securities.

72. By reason of the foregoing, Defendants violated, and unless enjoined, are reasonably likely to continue to violate, Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e(c)].

## COUNT VIII

### **Violations of Section 15(a)(1) of the Exchange Act**

#### **(Against Defendants Monzon, Smith, and Colon Only)**

73. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

74. During the Relevant Period, Defendants Monzon, Smith, and Colon directly or indirectly, by the use of the mails or any means or instrumentality of interstate commerce effected transactions in, or induced or attempted to induce the purchase or sale of securities, while they were not registered with the Commission as a broker or dealer or when they were not associated with an entity registered with the Commission as a broker or dealer.

75. By reason of the foregoing, Defendants Monzon, Smith and Colon directly or indirectly, violated and, unless enjoined, are reasonably likely to continue to violate Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)].

## COUNT IX

### **Unjust Enrichment**

#### **(Against Relief Defendants Only)**

76. The Commission repeats and realleges paragraphs 1 through 50 of this Complaint.

77. The Relief Defendants received investor funds from fraudulent and unregistered sales of Morbex's securities, to which they lack a legitimate claim.

78. The Relief Defendants obtained these funds as part of the securities law violations alleged above, under circumstances in which it is not just or equitable for them to retain the funds.

79. By reason of the foregoing, the Relief Defendants have been unjustly enriched and should be ordered to disgorge the funds they received as a result of the individual Defendants' violations of securities laws charged in this complaint.

## **VI. RELIEF REQUESTED**

WHEREFORE, the Commission respectfully requests that the Court find Defendants committed the violations alleged in this Complaint and:

### **A. Permanent Injunctive Relief**

Issue permanent injunctions, enjoining Defendants, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, from violating Section 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e(c)], Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder, and enjoining Defendants Monzon, Smith, and Colon from violating Section 15(a) of the Exchange Act [15 U.S.C. § 78o(a)].

### **B. Disgorgement**

Issue an order directing the Defendants to disgorge all ill-gotten gains received within the applicable statute of limitations, including prejudgment interest, resulting from the acts and/or courses of conduct alleged in this Complaint.

### **C. Joint and Several Liability**

Issue an order providing that the following Relief Defendants and their controlling persons are jointly and severally liable for all ordered disgorgement against them: Alpha Consulting with Colon; Morbex Logistics with Monzon and Colon; Optimistic Services with Monzon; Sardinas Properties with Sardinas; and JS7 Management and Smith.

### **D. Penalty**

Issue an order directing the Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)].

**E. Further Relief**

Grant such other and further relief as may be necessary and appropriate.

**F. Retention of Jurisdiction**

Further, the Commission requests that the Court retain jurisdiction over this action to implement and carry out the terms of all orders and decrees that are entered, and to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of the Court.

**VII. DEMAND FOR JURY TRIAL**

The Commission hereby demands a jury trial in this case on all issues so triable.

Dated: March 14, 2025

Respectfully submitted,

By: *Alise Johnson*

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