

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.

AARON SILBERMAN, an individual, and)
AMJ MISIL AB LLC, a Florida limited liability)
company)
)
Plaintiffs,)
)
vs.)
)
PREMIER BEAUTY AND HEALTH LLC, a)
Florida limited liability company, JORGE HANE,)
an individual, and FLORENCIA HANE, an)
individual, jointly and severally,)
)
Defendants.)
	/

COMPLAINT

Plaintiffs, Aaron Silberman (“Silberman”) and AMJ Misil AB LLC (“AMJ”), by and through their undersigned counsel, bring this action against Defendants, Jorge Hane (“Jorge”), Florencia Hane (“Florencia”), and Premier Beauty and Health LLC (“Premier”) (Jorge, Florencia, and Premier shall hereinafter be collectively referred to as “Defendants”), and state as follows:

NATURE OF THE ACTION

1. This action arises out of Defendants’ intentional misrepresentations of material fact, untrue statements of material fact, and omissions of material fact made for the purpose of inducing Plaintiff AMJ’s investment of Four Hundred Fifty Thousand Dollars (\$450,000) (the “Investment Funds”) in Defendant Premier through Defendants’ offering and sale of unregistered securities issued by Defendant Premier (the “Securities”).

2. When Defendants offered to sell the Securities to Plaintiffs, they represented to Plaintiffs that Defendant Premier: (i) marketed and sold CBD¹ products containing proprietary chemical formulas formulated and developed by Defendant Premier (“CBD Blends”); (ii) was the sole owner of the intellectual property rights in and to the CBD Blends; (iii) hired Dr. Jeffrey Lin - a medical doctor trained at Harvard University and Yale University - to personally create and develop the proprietary CBD Blends; (iv) secured exclusive rights to be the first and only company to market and sell CBD products on TV home shopping networks; (v) was directed and managed by Defendant Jorge, an industry expert with over thirty (30) years of experience in marketing and selling consumer products via infomercials and TV home shopping networks, whose status as a co-founder of the National Infomercial Marketing Association and whose relationship with the owner and CEO of ShopHQ² guaranteed that Defendant Premier’s sales would exceed Twelve Million Dollars (\$12,000,000) in the first year alone; (vi) already had a special agreement, as a result of Defendant Jorge’s relationship with the owner and CEO of ShopHQ, pursuant to which ShopHQ would deviate from its standard business practice by purchasing rather than consigning Defendant Premier’s CBD products, thereby assuring Defendant Premier of guaranteed sales and revenue; (vii) would receive its first purchase order from ShopHQ no later than September of 2019, and would be selling its CBD products live on ShopHQ by October of 2019; (viii) would be selling other products in addition to its CBD products, including a hi-tech reliever and protein bars that Defendant Jorge had originally planned to sell through a different entity but would instead do so through Defendant Premier (the “Additional Products”), thereby raising Defendant Premier’s

¹ CBD is the abbreviation for cannabidiol, one of the chemical compounds found in hemp.

² ShopHQ is a digital retailer with a television home shopping network that showcases products throughout the United States. ShopHQ’s live television programming reaches over 87 million homes in the country via cable affiliates and satellite, and is also streamed live on select mobile devices and on Facebook.

valuation; (ix) had sufficient cash reserves to operate Defendant Premier's business without financial constraints; and (x) would employ Plaintiff Silberman, a member of Plaintiff AMJ, and provide him with the opportunity to develop and advance his career.

3. Contrary to Defendants' representations, Defendant Premier: (i) neither formulated nor developed the CBD Blends, and instead purchased the chemical formulas contained in its CBD products from a company by the name of Cosmetic Solutions; (ii) did not own any intellectual property rights in and to any CBD Blends; (iii) had not secured any exclusive rights to be the first and only company to market and sell CBD products on TV home shopping networks; (iv) did not have any agreement with ShopHQ under which ShopHQ would purchase rather than consign Defendant Premier's CBD products; (v) did not receive any purchase orders from ShopHQ by September of 2019, nor did it get any air time on ShopHQ by October of 2019; (vii) never offered for sale or sold the Additional Products; (viii) did not have sufficient cash reserves to properly operate its business; and (ix) did not have any intention of employing Plaintiff Silberman, and solely promised Plaintiff Silberman long-term employment to induce Plaintiff AMJ's investment.

4. As part of and in furtherance of their fraudulent scheme, Defendants embezzled part of the Investment Funds and knowingly and intentionally presented financial documents to Plaintiff AMJ and other potential investors of Defendant Premier, which documents misrepresented and/or omitted critical and material information about Defendant Premier.

5. In addition, Defendants failed to disclose information material to Plaintiff AMJ's purchase of the Securities.

6. Defendant Premier, at the direction and control of Defendants Jorge and Florencia, employed Plaintiff Silberman on August 19, 2019. Upon Plaintiffs' discovery of Defendants' fraudulent scheme, and twelve (12) days after Defendant Premier's full receipt of the Investment

Funds, Defendants swiftly terminated Plaintiff Silberman's employment with Defendant Premier, without cause, and cut off Plaintiff Silberman's access to his business emails and Plaintiff AMJ's access to Defendant Premier's books and records.

7. Defendant Premier breached its employment agreement with Plaintiff Silberman by failing to make wage payments due thereunder.

8. In order to both induce investments such as the one made by Plaintiff AMJ, and market and sell Defendant Premier's products to prospective consumers, Defendants Jorge and Florencia – motivated by personal financial gain – consistently make deceitful and intentional misrepresentations about Defendant Premier and its CBD products.

JURISDICTION AND VENUE

9. Subject matter jurisdiction exists pursuant to 28 U.S.C. §1331 over Plaintiffs' cause of action founded upon 15 U.S.C. § 77l, 15 U.S.C. § 77o, 15 U.S.C. § 78j(b), and 17 C.F.R. § 240.10b-5 promulgated thereunder, and 15 U.S.C. § 77t.

10. This Honorable Court has supplemental jurisdiction over Plaintiffs' pendent state claims pursuant to 28 U.S.C §1367 because they are directly related to Plaintiffs' federal claims and form part of the same case or controversy.

11. Pursuant to Section 27 of the Securities and Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78aa, venue for this action properly lies in this Honorable Court because the transactions, acts, practices, and course of business giving rise to Plaintiffs' claims took place in Miami-Dade County, Florida, and because at all material times hereto, Defendants conducted business, maintained their principal place of business, and resided in Miami-Dade County, Florida.

12. Defendants, directly or indirectly, used the means or instruments of interstate commerce or the mails in connection with the acts described in this Complaint.

13. All conditions precedent to the initiation of the claims set forth in this Complaint have been performed, satisfied, excused, or waived.

14. Plaintiffs have retained the undersigned attorneys to represent them in this action and have agreed to pay reasonable attorneys' fees and costs for such legal services.

PARTIES

15. Plaintiff Silberman is an individual residing in Miami-Dade County, Florida and is *sui juris*.

16. Plaintiff AMJ is a Florida limited liability company with its principal place of business in Miami-Dade County, Florida.

17. Defendant Jorge is an individual residing in Miami-Dade County, Florida, and is *sui juris*.

18. Defendant Florencia is an individual residing in Miami-Dade County, Florida, and is *sui juris*.

19. Defendant Premier is a Florida limited liability company with its principal place of business in Miami-Dade County, Florida.

20. Defendant Premier has two (2) members – Defendant Florencia and Plaintiff AMJ.

21. At all times material hereto, Defendant Jorge exercised operational and financial control over Defendant Premier's day-to-day operations, including control over the offering and sale of securities to Plaintiff AMJ, by virtue of his position as manager, senior officer and/or authorized representative of Defendant Premier and Defendant Florencia in her capacity as a member and manager of Defendant Premier.

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