

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA.

RACHAEL MOORE,
Plaintiff,

CASE NO:

vs.

MOVERS AND SHAKERS
LOGISTIC, LLC, a Florida Limited
Liability Company, and JEAN
BLANCHARD MONGEOIS,
Defendants.

COMPLAINT FOR DAMAGES AND OTHER RELIEF

COMES NOW the Plaintiff, RACHEL MOORE, by and through her undersigned attorney, and files herewith her Complaint for Damages and Other Relief, against the Defendants, Movers and Shakers Logistic, LLC, a Florida Limited Liability Company, hereinafter called MSL and Jean Blanchard Mongeios, hereinafter called JEAN, and in support thereof states as follows:

(1) That this an action for monetary damages and other relief in excess of the sum of \$30,000.00, exclusive of attorney's fees, court costs and interest.

(2) That the Plaintiff is an individual who is a resident of Broward County, Florida, is over the age of eighteen (18) years and is otherwise sui juris.

(3) That the Defendant, Movers and Shakers Logistic, LLC, is a Florida Limited Liability Company, doing business in Broward County, Florida.

(4) That the Defendant, Jean Blanchard Mongeios, is a resident of Broward County, Florida, is over the age of eighteen years and is sui juris.

(5) That the Defendant, JEAN, is the Manager of MSL, a Florida Limited Liability Company, which he established on August 11, 2017 and is still an active company.

GENERAL ALLEGATIONS

(6) That on or about April 20, 2021, the Plaintiff met the Defendant, JEAN, in regard to restoring her credit, and he referred her to Johnny the Credit Repair Guy, to restore her credit, who was represented to her, by the Defendant, JEAN, as his business partner.

(7.) That the Plaintiff's purpose in restoring her credit was to purchase the condominium unit she was presently renting.

(8.) That the Plaintiff was quoted the sum of two thousand five hundred (\$2,500.00) dollars by "JOHNNY" as his fee for credit restoration, which she refused to pay, as it seemed excessive.

(9) That when the Defendant, JEAN, found out the Plaintiff wasn't going to restore her credit because of the cost, he personally gave her twenty five hundred (\$2,500) dollars in cash on July 23, 2021, to pay for the cost of her credit restoration.

(10) That when Plaintiff's credit was restored, the Defendant, JEAN, approached the Plaintiff in regards to investing in his company, known as Movers and Shakers Logistic (MSL), the Defendant.

(11) That the Defendant, JEAN, represented to the Plaintiff that she would be partners with him in a trucking business, for an initial investment of thirty thousand (\$30,000.00) dollars and upon receipt of the funds he would execute an Equipment Lease, stating that the investment would be far more beneficial financially than purchasing her condominium unit.

(12) That in reliance upon the representations, made to the Plaintiff, by the Defendant, JEAN, she agreed to become the Defendant, JEAN'S business partner.

(13) That on or about January 10, 2022, the Plaintiff received a payment invoice from the Defendant, MSL, a copy of which is attached hereto as Exhibit "A."

(14) That on or about January 17, 2022, the Plaintiff wired the sum of thirty thousand (\$30,000.00) dollars, to the Defendant, MSL, which sum was received by the Defendant, MSL, as set forth on Exhibit "B" attached hereto.

(15) That subsequently, the Plaintiff received a picture of the truck to be purchased with her investment, as well as an Equipment Lease, which documents are attached hereto as Exhibits "C" and "D."

(16) That the Defendants never executed the subject Equipment Lease despite Plaintiff's request for same, nor did she ever receive any monthly statements and/or accounting records for the operation of the business.

(17) That furthermore, the Defendants never transferred the subject truck to the Plaintiff, as set forth in paragraph 17 of the Equipment Lease.

(18) That it is the Plaintiff's belief that the Defendant, JEAN, used the said funds for his own personal use, which he allegedly has done to other individuals and never purchased the subject truck.

(19) That the Plaintiff made numerous demands for an executed copy of the Equipment Lease, together with copies of monthly accounting records for the operation of the business, as well as ultimately, demanding a return of her investment funds.

(20) That it became apparent to the Plaintiff, that based upon the lack of information and cooperation, from the Defendants, that she has been defrauded.

(21) That it would appear that the Defendants continue to operate and solicit other investors in order to defraud them, as well.

(22) That as a result of the actions of the Defendant, the Plaintiff retained the undersigned to represent her in this matter and obligated herself for the payment of attorney's fees and court costs, which fees and court costs the Defendants should be required to pay.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment against the Defendants, MSL, and JEAN, for monetary damages, in the sum of thirty thousand (\$30,000.00) dollars, jointly and severally, together with attorney fees, court costs, interest and together with such other relief the Court deems just and proper under the circumstances.

COUNT I - FRAUD

(23) That the Plaintiff adopts and incorporates by reference the allegations set forth in paragraphs 1-22 of the Complaint, as if fully set forth herein.

(24) That the Defendant, JEAN, solicited investment funds from the Plaintiff, for an alleged business relationship involving the Defendant, MSL, and at said time, he knowingly made false representations to the Plaintiff, in order to secure funds from her, in the sum of thirty thousand (\$30,000.00) dollars for his personal use..

(25) That the fraudulent representations made to the Plaintiff by the Defendant JEAN, induced her to act in reliance on same, and became business partners with the Defendant, JEAN.

(26) That the Plaintiff in further reliance upon the representations made to her by the Defendant, JEAN, she wired the sum of thirty thousand (\$30,000.) dollars to his company, the Defendant, MSL.

(27) That as a result of the Defendant JEAN'S false and misleading representations, the Plaintiff has been caused to suffer monetary damages, as set forth herein.

(28) That as a result of the actions of the Defendants, the Plaintiff retained the undersigned to represent her in this matter, and obligated herself for the payment of attorney fees and court costs, which fees and costs, the Defendants should be required to pay.

WHEREFORE, Plaintiff prays that this Honorable Court enter Judgment against the Defendants, MSL and JEAN, for monetary damages, in the sum of thirty thousand (\$30,000.00) dollars, jointly and severally together with attorney fees, court costs, interest, and together with such other relief the Court deems just and proper under the circumstances.

COUNT II – BREACH OF CONTRACT

(29) That the Plaintiff adopts and incorporates by reference the allegations set forth in paragraphs 1-28, as if fully set forth herein.

(30) That on or about January, 2022, it was the Plaintiff's understanding that she entered into an investment opportunity with the Defendant, JEAN, as evidenced by the Equipment Lease, attached hereto as Exhibit "D."

(31) That the Plaintiff, as required by the Agreement with the Defendant, JEAN, wired the sum of thirty thousand (\$30,000.00) dollars to the account of the Defendant, MSL and at all times material hereto, performed all conditions required of her..

(32) That the Defendant failed to execute the said Equipment Lease, despite receiving full payment from the Plaintiff.

(33) That the Defendants, in addition to not executing the Equipment Lease, breached the terms of the attached Lease, by failing to carry out their obligations thereunder, to the detriment of the Plaintiff, nor provide her with any business records nor transfer title to the truck to her, as required by paragraph 17 of the Equipment Lease.

(34) That as a result of their breach of contract, the Defendants are indebted to the Plaintiff in the sum of thirty thousand (\$30,000.00) dollars.

(35) That as a result of the actions of the Defendants, the Plaintiff retained the undersigned to represent her in this matter and is obligated to pay reasonable attorney fees, court costs, which fees the Defendants should be required to pay.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment against the Defendants, MSA, and JEAN, for monetary damages, in the sum of thirty thousand (\$30,000.00) dollars, jointly and severally, together with attorney fees, court costs, interest, and together with such other relief the Court deems just and proper under the circumstances.

COUNT III
PIERCE THE CORPORATE VEIL

(36) That the Plaintiff adopts and incorporates by reference the allegations set forth in paragraphs 1-35 of the Complaint, as if fully set forth herein.

(37) That this is an action for damages against the Defendants, MSL and JEAN, for monetary damages in excess of the sum of \$30,000.00, exclusive of attorney fees, court costs and interest.

(38) That the Defendant, JEAN was the owner of the Defendant, MSL and exercised complete dominion and control over said company in respect to this matter.

(39) That the Defendant's dominion and control over the company, was utilized by him to commit fraud against the Plaintiff by inducing her to pay him monies to her financial detriment.

(40) That the corporate veil of the Defendants' company should be pierced as follows in this matter:

- a) There was no real separation between the company and its owners.
- b) That the company was the alter owner or mere instrumentality of the Defendant and that he owned and dominated control over the company.
- c) The money paid by Plaintiff to Defendant was taken out of company for personal reasons rather than company interests.
- d) The company's actions were fraudulent as the actions set forth in this matter, committed by Defendant constitute improper conduct and fraud perpetrated on the Plaintiff.
- e) That the purpose of Defendant setting up Company was an attempt to evade the law and for illegal purposes.
- f) That the Plaintiff suffered financial detriment, as a result of Defendants' actions.
- g) Failure to follow Company formalities.



Movers & Shakers Logistic, LLC

PO BOX 210968

Royal Palm Beach, FL 33421

Support@moversandshakerslogistic.com

Date: 1/10/2022

Payment Invoice

DATE:	1/10/2022
PAYMENT	\$30,000
DUE:	

DESCRIPTION: Initial payment for Truck Purchase

PAYEE: Rachel Moore

PAYMENT DUE : \$30,000

PAYABLE TO: Movers and Shakers Logistic, LLC

THANK YOU FOR YOUR BUSINESS!

EXHIBIT "A"



Movers & Shakers Logistic, LLC

PO BOX 210968
Royal Palm Beach, FL 33421
Moversandshakersacademy@gmail.com

Date: 01/22/2022

**MOVERS AND SHAKERS
LOGISTIC LLC**



PAID

DATE: 01/17/2022
AMOUNT: \$30,000

Payment Receipt

DESCRIPTION: Payment for Truck Purchase

PAYEE: Rachel Moore

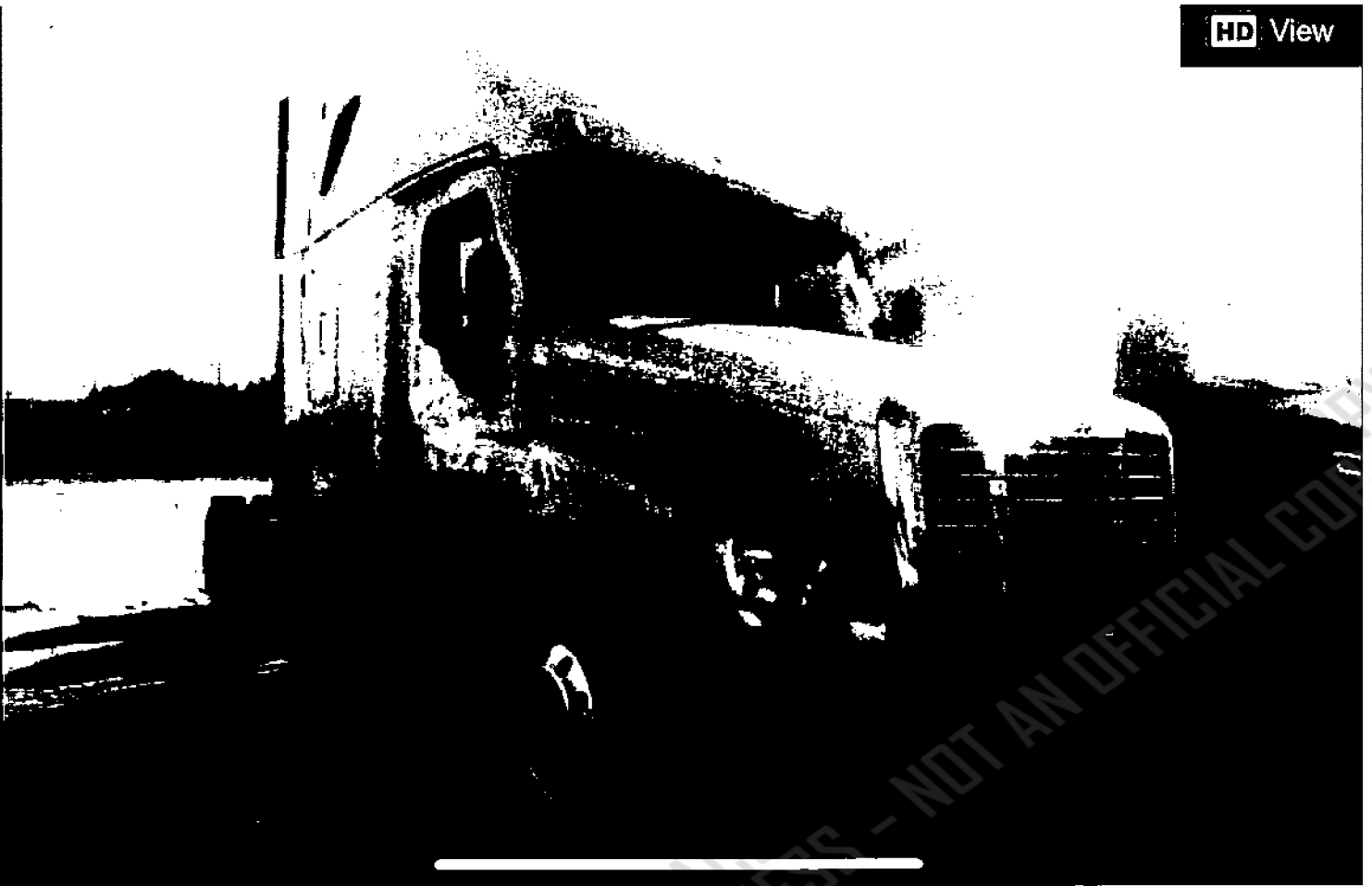
PAYMENT METHOD: \$30,000 Wire Transfer

RECEIVED BY: Movers and Shakers Logistic LLC

THANK YOU FOR YOUR BUSINESS!

EXHIBIT "A"

HD View



360° 360 View

HD View



EXHIBIT "C"



surrendered unto Lessor; upon default, Lessor may take possession of the equipment where found with or without process of law in court, may enter upon the premises without liability for suit, action, or other proceedings by Lessee and remove the leased equipment; hold, sell, lease or otherwise dispose of the equipment or keeping of any of them as Lessor so chooses without effecting the obligation of Lessee regarding this agreement; collect all unpaid lease payments due without prejudice to Lessor's right to regain possession of the equipment.

15. **(Optional: Strike through if not applicable) PURCHASE AGREEMENT:** Lessee agrees that at the end of the lease period that Lessee shall purchase the leased equipment from Lessor for the purchase price of _____ dollars less the deposit and all lease payments previously made which sum shall be payable by _____, _____. If Lessee fail to purchase the equipment and pay the purchase price on or before _____, _____, Lessees shall be in breach of their contract to purchase and Lessor may sue Lessee for all damages resulting from Lessee' breach of contract. In the event Lessees pay the purchase price by _____, _____, Lessor shall convey all leased equipment unto Lessees free and clear of all liens.

16. **(Optional: Strike through if not applicable) LANDLORD'S WAIVER:** This agreement is conditioned upon a Landlord's waiver being executed wherein the Landlord releases any right it may have to retain equipment on its leased premises upon default by Lessee.

WITNESS our signatures this the ____ day of _____, 20_____.

Movers and Shakers Logistic LLC

Moore Rachel



EQUIPMENT LEASE

This Agreement is entered into by and between Movers and Shakers Logistic LLC , hereinafter "Lessor" and Moore Rachel, hereinafter "Lessee" for the purposes herein stated.

For the valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby covenant, contract and agree as follows:

1. **SUBLEASE AGREEMENT** Lessor hereby leases unto Lessee and Lessee hereby rent from Lessor the machinery, equipment and other personal property, hereinafter referred to collectively as equipment, described in the attached Schedule 1.
2. **DELIVERY AND ACCEPTANCE:** Upon acceptance by Lessee of the leased equipment which acceptance shall be identified by Lessee taking possession of the property herein leased, such acceptance shall acknowledge that the equipment is in good order and condition and that Lessee is satisfied with same and that Lessor has made no representation or warranty, expressed or implied, with respect to such item of equipment. All equipment is leased unto Lessee in an "as is" condition.
3. **TERM:** The term of this lease shall be for a period commencing on April 06, 2022, at 09:30am, and continuing until April 06, 2025, at 09:30am, when this lease shall terminate.
4. **RENTAL PAYMENTS:** Lessee agrees to pay unto Lessor the sum of \$15,000.00 as a deposit upon commencement of this lease and thereafter \$2,000.00 per month, the first payment being due May 05, 2022, and continuing with a like payment due on the 05 day of each and every month thereafter until May 05, 2025, when this lease shall terminate. The lease payments shall be payable unto Movers and Shakers Logistic LLC at his/her residence or offices or at any other place as Lessor directs. Lease payments shall not be



considered paid until received by Lessor.

5. **TITLE TO EQUIPMENT:** Lessor represents that he does not own said equipment leased.

6. **MAINTENANCE AND REPAIR:** All maintenance and repair costs to the leased equipment shall be paid by Lessee and Lessor is hereby relieved from any responsibility to maintain or repair said equipment, all said equipment being leased in an "as is" condition.

7. **INSURANCE AND RISK OF LOSS:** Lessee shall acquire and maintain insurance on the leased property in the amount of at least 200.00 dollars with Lessor as Lost Payee during the term of this lease and provide Lessor with proof of same.

8. **DAMAGE TO EQUIPMENT; DESTROYED OR STOLEN EQUIPMENT:**

Notwithstanding any loss, theft, destruction or damage of any item of leased equipment or property, the monthly rental as contained herein shall continue to be paid by Lessee and Lessee shall be responsible for repairing any damaged item of leased equipment at its cost.

9. **TAXES AND LICENSES:** All taxes, license fees and other expenses associated with the lease equipment shall be paid by Lessee.

10. **LESSOR'S INDEMNIFICATION:** Lessee shall indemnify, protect and hold harmless the Lessor, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of leased equipment, regardless of where, how and by whom operated. Lessee shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses,



damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnifications and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise for any such claims made or accruing during the term of this lease.

11. **ASSIGNMENT AND SUBLEASE:** Lessee may not assign or sublease the equipment without the written consent of Lessor.
12. **ASSIGNMENT BY LESSOR TO BANK:** Lessor shall be entitled to assign this lease or any portion thereof to any bank or other financial institution as security of any loan which he may desire to take.
13. **LESSOR'S WARRANTY:** Lessor makes no warranties unto Lessee regarding the equipment all equipment being leased in its "as is" condition.
14. **LESSEES' DEFAULT:** Time is of the essence under this agreement and any of the following events shall constitute defaults on the part of Lessee hereunder:
 - (a) failure of Lessee to pay an installment of rent within 10 days after which same became due;
 - (b) any breach or failure of Lessee to observe or perform any of its obligations under this lease;
 - (c) insolvency or bankruptcy of Lessee or assignment for the benefit of creditors;
 - (d) any other act of Lessee which will allow Lessor to deem itself insecure in the prospect of payment.

Upon the occurrence of any default Lessor may exercise this option without notice to or demand on the Lessee and thereupon all equipment and rights of Lessee therein shall be



17. **LEASE TRANSFER:** Within 180 days (6 months) the leased equipment will be Transferred to Ms Rachel Moore as agreed with Movers And Shakers Logistic LLC. Nothing shall change with the terms that govern this agreement when the Lease is transferred, the monthly payment and responsibility will be the same.

EQUIPMENT TO SUBLEASED

2014 Peterbilt 587

500 hp

Gearbox type Manual

Axle configuration 6x4

Gross weight 23,600 kg

Engine: Cummings Isx



EQUIPMENT TO SUBLEASED

2014 Peterbilt 587

500 hp

Gearbox type Manual

Axle configuration 6x4

Gross weight 23,600 kg

Engine: Cummings Isx



Movers and Shakers Logistic
PO BOX 210968
ROYAL PALM BEACH, FL 33421
Email: Moversandshakerslogistic@gmail.com

COST BREAKDOWN:

- ❖ **Truck SubLease: \$50,000 - \$55,000**
- ❖ **Taxes: 7% of the cost of the truck**
- ❖ **Insurance: \$7200**
- ❖ **License, Registration, Inspection, Tag/Title, Form 2290: \$5000**
- ❖ **Trailer: \$2400**
- ❖ **Driver Acquisition and Onboarding: \$4000**
- ❖ **Escrow: \$10,000**
- ❖ **Initial Set-up: \$1400**

Rough Estimate: \$80,000 (Not including Taxes)

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Movers and Shakers Logistic
PO BOX 210968
ROYAL PALM BEACH, FL 33421
Email: Moversandshakerslogistic@gmail.com

COST BREAKDOWN:

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- ❖ **Escrow: \$10,000**
- ❖ **Initial Set-up: \$1400**

Rough Estimate: \$80,000 (Not including Taxes)

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Movers and Shakers Logistic
PO BOX 210968
ROYAL PALM BEACH, FL 33421
Email: Support@moversandshakerslogistic.com

3/14/2022

Hello Rachel,

Below please find the breakdown of funds from your initial truck investment.

Initial Investment:	\$30,000.00
Less Truck down payment:	\$15,000.00
Less Insurance:	\$7,200.00
Less Trailer lease:	\$2,400.00
License & Registration:	Pending
Balance:	\$5,400.00

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(41) That as the Defendant, JEAN, was the alter ego of the Defendant, MSL, and therefore, he should be held personally liable for Plaintiff's financial damages.

(42) That Plaintiff retained the undersigned to represent her in this matter and is obligated to pay reasonable attorney fees, which the Defendant should be required to pay.

WHEREFORE, Plaintiff demands judgment against the Defendant, MSL and JEAN, for monetary damages, in the sum of thirty thousand (\$30,000.00) dollars, together with attorney fees, court costs, interest and with such other relief the Court deems just and proper under the circumstances.

Harvey L. Rubinchik, P.A.
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Plantation, FL 33322
Telephone: 954-475-9995
Email: hlresq@aol.com

By: 

Harvey L. Rubinchik FL Bar # 164907