

**IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
CIVIL DIVISION**

SION HOREL and BERNEL MORISSET,

Plaintiffs,

Case No.:

-vs-

**MOVERS AND SHAKERS
LOGISTIC, LLC, a Florida Limited
Liability Company, and
JEAN BLANCHARD MONGEOIS,
Individually,**

Defendants.

COMPLAINT

COME NOW, the Plaintiffs, SION HOREL and BERNEL MORISSET, by and through the undersigned counsel, and hereby file their Complaint against the Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, a Florida Limited Liability Company, and JEAN BLANCHARD MONGEOIS, an individual, and in support allege as follows:

JURISDICTION AND VENUE

1. This is an action for damages that exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of costs, interest and attorneys' fees. The estimated value of Plaintiffs' claim is in excess of the minimum jurisdictional threshold required by this Court. Accordingly, Plaintiffs have entered "\$50,001" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for jurisdictional purposes only (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical

purposes only). The actual value of Plaintiffs' claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. At all times material hereto, Plaintiff, SION HOREL, was a resident of Pembroke Pines, Broward County, Florida.
3. At all times material hereto, Plaintiff, BERNEL MORISSET, was a resident Port St. Lucie, St. Lucie County, Florida.
4. At all times material hereto, Defendant, MOVERS AND SHAKERS LOGISTIC, LLC, was a Florida limited liability company located in Davie, Broward County, Florida.
5. At all times material hereto, Defendant, JEAN BLANCHARD MONGEOIS, was the sole managing member of MOVERS AND SHAKERS LOGISTIC, LLC.
6. All money given by Plaintiffs were received by JEAN BLANCHARD MONGEOIS personally in Broward County, Florida.
7. This cause of action accrued in Broward County, Florida.
8. Venue is proper in Broward County, Florida pursuant to Fla. Stat. § 47.011.
9. All conditions precedent to the filing of this action have occurred, been performed, or been waived.

GENERAL ALLEGATIONS

10. On or about November 16, 2021, Defendant, MOVERS AND SHAKERS LOGISTIC, LLC, through its managing member JEAN BLANCHARD MONGEOIS, sold to Plaintiffs, SION HOREL and BERNEL MORISSET, a security interest (hereafter the "Security Interest") for the amount of \$131,940.00.

11. Defendant, JEAN BLANCHARD MONGEOIS, purported that the Security Interest was for the purchase of an investment, namely a semi-truck, to be used in a transportation business.
12. The semi-truck involved is a 2014 Volvo vehicle with the following VIN number:
4V4NC9TG5DN558109.
13. Plaintiff, BERNEL MORISSET, personally paid \$35,000.00 to JEAN BLANCHARD MONGEOIS.
14. The payment of \$35,000.00 by Plaintiff, BERNEL MORISSET, were executed in the following modalities: \$16,000.00 through checks; \$19,000.00 in cash. See (Exhibit "A").
15. Plaintiff, SION HOREL, personally paid \$96,940.00 to JEAN BLANCHARD MONGEOIS.
16. The payment of \$96,940.00 by Plaintiff, SION HOREL, were executed in the following modalities (See Exhibit "B"):
- a. On or about September 4, 2021, \$21,000.00 via wire transfer.
 - b. On or about October 10, 2021, \$21,000.00 via wire transfer;
 - c. On or about November 4, 2021, \$22,940.00 via wire transfer;
 - d. On or about November 16, 2021, \$22,000.00 via wire transfer and \$10,000.00 in cash.
17. Both Plaintiffs, SION HOREL and BERNEL MORISSET, did not sign any contract, but rather the payments were made based on oral representation made by the Plaintiffs to the Defendants.

18. According to such oral representation, Defendant, JEAN BLANCHARD MONGEOIS, promised to form a limited liability company in state of Florida, company through which the parties would engage in the transportation business.
19. To Plaintiffs' knowledge and contrary to Defendant's representation, Defendants did not form any limited liability company in state of Florida.
20. Subsequently, Plaintiffs realized Defendants were not registered as dealers authorized to issue or sell security interest in the State of Florida and that the Security Interest sold was not registered according to Florida law.
21. On or about March 25, 2022, Plaintiff, SION HOREL, sent a demand letter requesting the return of the funds given to JEAN BLANCHARD MONGEOIS.
22. On or about March 29, 2022, Plaintiff, BERNEL MORISSET, sent a demand letter requesting the return of the funds given to JEAN BLANCHARD MONGEOIS.
23. To date, Defendants did not provide any answer to the Plaintiffs' demand letters.
24. Plaintiffs hereby seeks to recover the funds given to Defendants in the aggregate amount of \$131,940.00.

COUNT I – VIOLATION OF SALE OF SECURITIES PURSUANT TO FLA. STAT. § 517.211

25. Plaintiffs, SION HOREL and BERNEL MORISSET, re-allege and incorporate by reference Paragraphs 1-24 of this Complaint.
26. The Security Interest sold by defendants to Plaintiff is governed by Chapter 517, Fla. Stat., and defined by Fla. Stat. § 517.021(22).
27. Pursuant to 517.07(1) "*It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051,*

is sold in a transaction exempt under s. 517.061, is a federal covered security, or is registered pursuant to this chapter.”

28. Pursuant to 517.12(1) *“No dealer, associated person, or issuer of securities shall sell or offer for sale any securities in or from offices in this state, or sell securities to persons in this state from offices outside this state, by mail or otherwise, unless the person has been registered with the office pursuant to the provisions of this section.”*
29. The sale of the Security Interest by Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD MONGEOIS, was an unlawful sale pursuant to Fla. Stat. § 517.211 for the following reasons:
- a. The Security Interest was not registered or exempt under Fla. Stat. § 517.07(1);
and
 - b. Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD MONGEOIS, were not registered as dealers authorized to issue or sell security interests in the State of Florida in violation of Fla. Stat. § 517.12(1).
30. Pursuant to § 517.211 Fla. Stat. *“Each person making the sale and every director, officer, partner, or agent of or for the seller, if the director, officer, partner, or agent has personally participated or aided in making the sale, is jointly and severally liable to the purchaser in an action for rescission, if the purchaser still owns the security, or for damages, if the purchaser has sold the security.”*
31. Accordingly, Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD MONGEOIS, are jointly and severally liable to Plaintiffs for the return of their funds.

32. Pursuant to § 517.211 Fla. Stat, the remedy for unlawful sale of a security interest is the rescission. “*Every sale made in violation of either s. 517.07 or s. 517.12(1), (4), (5), (9), (11), (13), (16), or (18) may be rescinded at the election of the purchase*”.
33. Plaintiffs, SION HOREL and BERNEL MORISSET, have an absolute entitlement to rescission of the sale of the Security Interest pursuant to Fla. Stat. § 517.211.
34. Plaintiffs, SION HOREL and BERNEL MORISSET, are entitled to the purchase price plus interest pursuant to Fla. Stat. § 517.211(3)(a).
35. Plaintiffs are also entitled to reasonable attorney’s fees pursuant to Fla. Stat. § 517.211(6).

WHEREFORE Plaintiffs, SION HOREL and BERNEL MORISSET, demand judgment against the Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD, for rescission of the sale of the Security Interest and for the return of Plaintiffs’ funds in the amount of \$131,940.00.

COUNT II – FRAUDULENT MISREPRESENTATION

36. Plaintiffs reallege and incorporate paragraphs 1 through 24 as if fully set forth herein.
37. In Florida, in order for a plaintiff to establish a claim for fraudulent misrepresentation, plaintiff must prove that: (1) a person makes a false statement concerning a material fact; (2) that person knows that the representation is false; (3) the representation was made with the intent of inducing another to act on it; and (4) the party acting in reliance on the representation was injured as a result. Johnson v. Davis, 480 So.2d 625 (Fla. 1985).
38. Defendant, JEAN BLANCHARD MONGEOIS, represented that both he personally and MOVERS AND SHAKERS LOGISTIC, LLC were registered as dealers authorized to sell security interests in the State of Florida.

39. Defendant, JEAN BLANCHARD MONGEOIS, also represented that the Security Interest, at issue was registered under Fla. Stat. § 517.07(1).
40. Such statements are both false because, at all times material hereto, neither Defendants were registered as dealers authorized to sell security interests pursuant to Fla. Stat. § 517.12(1) nor the Security Interest was registered under Fla. Stat. § 517.07(1).
41. The false statements concerning the Defendants and the Security Interest be registered pursuant to Fla. Stat. § 517.12(1) and 517.07(1) respectively constitute statements of fact, not statements of law or opinion.
42. Defendant knew or should have known that the representation was false because neither Defendant nor the Security interest has been registered with the office pursuant to the provisions of Fla. Stat. 517.12(1).
43. The false statements were made with the intent of inducing Plaintiffs, SION HOREL and BERNEL MORISSET, to purchase the Security Interest in exchange for the amount of \$131,940.00.
44. Plaintiffs, acting in reliance on the Defendant's false representation, were injured because Defendants sold them a security interest not in compliance with the requirements of Chapter 517, Fla Stat.
45. As a result, Plaintiffs suffered damages arising from the unlawful sale of the Security Interest in the amount of \$131,940.00, plus statutory interests.

WHEREFORE Plaintiffs, SION HOREL and BERNEL MORISSET, demand judgment against the Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD MONGEOIS, based on the fraudulent representation made by Defendants to Plaintiffs.

COUNT III – UNJUST ENRICHMENT

46. Plaintiffs, SION HOREL and BERNEL MORISSET, re-allege and incorporate by reference Paragraphs 1-24 of this Complaint.
47. In order for a Plaintiff to establish a claim for unjust enrichment under Florida law, it must prove the following elements: (1) Plaintiff has conferred a benefit on the Defendant, who has knowledge thereof; (2) Defendant voluntarily accepts and retains the benefit conferred; (3) The circumstances are such that it would be inequitable for the Defendant to retain the benefit without paying the value thereof to the Plaintiff. Fito v. Attorneys' Title Ins. Fund, Inc., 83 So. 3d 755, 758 (Fla. 3d DCA 2011).
48. Plaintiffs, SION HOREL and BERNEL MORISSET have conferred a benefit to the Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD MONGEOIS, because they paid \$35,000.00 and \$96,940.00 respectively for the purchase of the Security Interest.
49. Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD MONGEOIS, voluntarily accepted and retained the benefit conferred.
50. When Plaintiffs realized Defendants were not registered as dealers authorized to sell security interest in the State of Florida and that the Security Interest sold was not registered according to Florida law, Plaintiffs requested Defendants to return the funds given.
51. To date, Defendants refused to return the funds to Plaintiffs.
52. In light of the facts of the case, it would be inequitable for the Defendants to retain the benefit of \$131,940.00 without providing to the Plaintiffs what he promised to, namely a security interest not in compliance with the requirements of Chapter 517, Fla Statutes.

WHEREFORE Plaintiffs, SION HOREL and BERNEL MORISSET, demand judgment against the Defendants, MOVERS AND SHAKERS LOGISTIC, LLC and JEAN BLANCHARD, in the amount of \$131,940.00 for unjust enrichment.

JURY TRIAL

Plaintiffs request a trial by jury of all issues triable as of right by a jury.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent to Defendants through Florida E-Filing Portal this 28th day of February 2023.

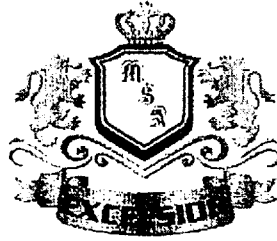
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KERTCH J. CONZE, ESQ.
FBN: 233020

By: /s/ Alessio Sciarra
ALESSIO SCIARRA, ESQ.
FBN: 1039680

EXHIBIT "A"

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
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Movers & Shakers Logistic, LLC

16495 NW 27th Avenue
Mirna Gardens, FL 33054
Movers & Shakers Logistic@gmail.com

Date: 07/22/2021

DATE: 7/22/2021
AMOUNT: \$35,000

Payment Receipt

DESCRIPTION: Payment for Truck Investment

PAYEE: Bernel Morisset and Marie Louis

PAYMENT METHOD: \$16,000 Checks, \$19,000 Cash

RECEIVED BY: Jean Mongeois

THANK YOU FOR YOUR BUSINESS!

EXHIBIT "B"

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Movers & Shakers Logistic, LLC

PO BOX 210968

Royal Palm Beach, FL 33421

moversandshakerslogistic@gmail.com

Date: 09/13/2021

DATE: 09/04/2021
AMOUNT: \$21,000

Payment Receipt

DESCRIPTION: Partial Payment for Truck Investment. \$21,000 Remaining

PAYEE: Horel Sion/Yolande Saintellus

PAYMENT METHOD: \$21,000 Wire Transfer

RECEIVED BY: Jean Mongeois

THANK YOU FOR YOUR BUSINESS!



Movers & Shakers Logistic, LLC

PO BOX 210966

Royal Palm Beach, FL 33421

Moversandshakerslogistic@gmail.com

Date: 10/10/2021

DATE: 10/10/2021
AMOUNT: \$21,000

Payment Receipt

DESCRIPTION: Payment for Truck Investment. \$32,940 Remaining

PAYEE: Horel Sion/Yolande Saintellus

PAYMENT METHOD: \$21,000 Wire Transfer

RECEIVED BY: Jean Mongeois

THANK YOU FOR YOUR BUSINESS!



Your wire request for \$22,940.00 will be debited from account ending in 87-0.
In addition, a \$25.00 wire fee has been assessed.

*** WIRE DETAILS ***

Wire Sequence
6157
Business Code / Wire Type
CTR-Customer Transfer
1000-Basic Funds Transfer

Originator Information

Originator
HOREL SION
D 87-0
15555 NE 4 AVE
MIAMI
FL 33162
United States

Originator To Beneficiary
REF TRUCK IN BUSINESS

Entered Date
11/04/2021 03:12 PM Central Time
Effective Date
11/04/2021

Receiving Financial Institution
031101266 TD BANK NA

Beneficiary Information

Beneficiary
MOVERS AND SHAKERS LOGISTIC LLC
D 430888198
8030 SW 18 PLACE
DAVIE, FL 33324
United States

SIGNATURE _____
DATE 11/04/2021

Your signature acknowledges that wire transfers will be sent when funds are collected and that you authorize the Credit Union to transfer funds as described herein and debit your account in the amount of the transfer plus wiring fees. Incomplete instructions may cause the wire transfer to be delayed or refused. The Credit Union will make every reasonable attempt to send this wire transfer in a timely manner, but can not guarantee its actual arrival at its destination once transmitted to the Federal Reserve Bank and beneficiary. You may only cancel or amend this wire request prior to the Credit Union processing the request. It is important that your contact information is accurate to allow for further verification of these instructions. INTERNATIONAL WIRES ARE NOT GUARANTEED and the Credit Union reserves the right to refuse international Wire requests to foreign countries. Your rights and liabilities in a wire transfer involving a Fedwire transfer will be governed by Regulation J.



Movers & Shakers Logistic, LLC

PO BOX 210968

Royal Palm Beach, FL 33421

Moversandshakerslogistic@gmail.com

Date: 11/16/2021

DATE: 11/16/2021
AMOUNT: \$32,000

Payment Receipt

DESCRIPTION: Final Payment for Truck Investment. PAID IN FULL

PAYEE: Horel Sion/Yolande Saintellus

PAYMENT METHOD: \$22,000 Wire Transfer and \$10,000 in Cash

RECEIVED BY: Jean Mongeois

THANK YOU FOR YOUR BUSINESS!