

**IN THE CIRCUIT COURT, IN
THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY,
FLORIDA**

CASE NO.:

JAGI TRUCKING, LLC, a
Florida limited liability company,
JASON AU, an individual, and
GIUSEPPE INGLESE, an individual,

Plaintiff(s),

vs.

MOVERS AND SHAKERS LOGISTIC, LLC,
a Florida limited liability company, JEAN
BLANCHARD MONGEOIS, an individual,
and JENNIFER P. MONGEOIS, an individual,

Defendant(s).

_____ /

COMPLAINT

COMES NOW, the Plaintiff(s), JAGI TRUCKING, LLC (hereinafter “JAGI”), JASON AU (hereinafter “AU”), and GIUSEPPE INGLESE (hereinafter “INGLESE”) (collectively “Plaintiffs”), by and through the undersigned counsel, and sues Defendant(s), MOVERS AND SHAKERS LOGISTIC, LLC (hereinafter “MOVERS AND SHAKERS”), JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS (collectively “Defendants”), and alleges as follows:

JURISDICTION AND PARTIES

1. This is an action for damages in excess of Thirty-Thousand Dollars (\$ 30,000.00), and for other relief, exclusive of interest, costs and attorneys' fees.

2. Plaintiff, JAGI, was/is at all times material hereto a Florida limited liability company authorized to and doing business in Miami-Dade County, Florida.
3. Plaintiff, AU, is an individual, with residence in Nassau County, New York and is an owner and/or Authorized Member (AMBR) of Plaintiff, JAGI.
4. Plaintiff, INGLESE, is an individual, with residence in Bronx County, New York and is an owner and/or Authorized Member (AMBR) of Plaintiff, JAGI.
5. Defendant, MOVERS AND SHAKERS, was/is at all times material hereto a Florida limited liability company authorized to and doing business in Broward County, Florida.
6. Defendant, JEAN BLANCHARD MONGEOIS, is an individual, with residence in Broward County, Florida and is otherwise sui juris.
7. Defendant, JENNIFER P. MONGEOIS, is an individual, with residence in Broward County, Florida and is otherwise sui juris.
8. Upon information and belief, Defendants, JEAN BLANCHARD MONGEOIS and JENNIFER P. MONGEOIS (hereinafter collectively “the MONGEOISES”), are/were the owners and operators of Defendant, MOVERS AND SHAKERS, at all times relevant to the allegations in this Complaint.
9. The causes of action alleged herein arise primarily out of acts or omissions in Miami-Dade County, Florida.
10. Venue is proper in this Court because the parties reside in and/or operate and transact business in this County and/or have submitted themselves to the jurisdiction of this Court, the Defendants have subjected themselves to the jurisdiction of this Court and the laws governing the State of Florida, and the claims arose within this County.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

11. On or about January 26, 2021, Plaintiffs entered into an agreement with Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, for the purchase of a certain 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 for its intended use and benefit by Plaintiff, JAGI.
12. As a material condition to the parties' agreement, Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, represented to Plaintiffs that the purchase of the subject 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 would include with a twelve (12) month powertrain warranty.
13. In accordance with the parties' agreement for the purchase of the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 together with a twelve (12) month powertrain warranty, Plaintiff(s) remitted payments to Defendant, MOVERS AND SHAKERS, in the amount of \$15,000.00 on January 29, 2021, \$32,500.00 on February 1, 2021, \$14,180.00 on February 11, 2021, and \$7,200.00 on February 12, 2021, representing the total purchase price and associated costs in the amount of \$68,880.00.
14. Thereafter, on or about March 2, 2021, Plaintiffs, AU and INGLESE, obtained title to the subject 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 for its intended use and benefit by Plaintiff, JAGI.
15. That same day, on March 2, 2021, Plaintiff, JAGI, and Defendant, MOVERS AND SHAKERS, entered into a Carrier Agreement whereby Plaintiff, JAGI, agreed to lease the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 to Defendant,

MOVERS AND SHAKERS, in exchange for certain compensation. A copy of the Carrier Agreement is attached hereto as Exhibit "A."

16. Pursuant to the parties' March 2, 2021 Carrier Agreement, Defendants took possession of the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 in accordance with the parties' lease agreement.
17. On or about June 30, 2021, Plaintiffs entered into another agreement with Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, for the purchase of a second truck identified as a 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 for its intended use and benefit by Plaintiff, JAGI.
18. In accordance with the parties' agreement for the purchase of a second truck identified as a 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516, Plaintiff(s) remitted payments to Defendant, MOVERS AND SHAKERS, in the amount of \$14,500.00 on June 30, 2021, \$42,725.00 on July 9, 2021, and \$9,017.00 on July 23, 2021, representing the total purchase price and associated costs in the amount of \$66,242.00.
19. Despite demand and Plaintiff(s)' full performance under the parties' agreement for purchase of the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516, Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, have failed and/or refused to deliver possession of the subject 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 to Plaintiffs or otherwise refund the value Plaintiffs paid for said vehicle.
20. Further, upon information and belief, Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS,

initiated title transfer of the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 to Plaintiff, AU, on or about November 18, 2021; however, Defendants maintain full possession and control of the subject truck and continue to operate same without Plaintiffs' permission or consent.

21. As a result of Defendants' failure to reimburse Plaintiff(s) for the sums paid to purchase the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516, failure to deliver possession of the truck, and continued unlawful operation of the truck following Defendants' title transfer into Plaintiff, AU's name, Plaintiff(s) have suffered and continue to suffer damages and other irreparable harm.
22. In addition, in or about August 2021, Plaintiffs were informed that the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 which was being leased by Defendant, MOVERS AND SHAKERS, had become inoperable and required significant repairs to its powertrain.
23. Thereafter, Plaintiffs demanded that the necessary repairs be made to the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 under the twelve (12) month powertrain warranty as represented and guaranteed by Defendants at the time of purchase.
24. At that time, Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, informed Plaintiffs that there was no powertrain warranty despite their earlier representations.
25. As a result of Defendants' misuse of the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 during their lease and Defendants' misrepresentations as to the existence of a twelve (12) month powertrain warranty at the time of Plaintiff(s)'

purchase, Plaintiffs have suffered damages including, but not limited to, the value Plaintiffs' paid for purchase of the subject truck.

26. Plaintiffs have been required to hire the undersigned counsel as a result of Defendants' actions and have agreed to pay a reasonable sum for attorneys' fees in relation thereto.
27. All conditions precedent and necessary to maintaining this action have occurred, been satisfied, been performed and/or been waived by Defendant(s).

COUNT I – BREACH OF AN ORAL CONTRACT
(as related to 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139)

28. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.
29. On or about January 26, 2021, Plaintiffs entered into an agreement with Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, for the purchase of a certain 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 for its intended use and benefit by Plaintiff, JAGI.
30. As a material condition to the parties' agreement, Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, represented to Plaintiffs that the purchase of the subject 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 would include with a twelve (12) month power train warranty.
31. Plaintiffs fully performed all their obligations and duties under the parties' purchase agreement for the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 together with a twelve (12) month powertrain warranty, including remitting payments to Defendant, MOVERS AND SHAKERS, in the amount of \$68,880.00 for the purchase price and associated costs for said vehicle.

32. Defendants breached the parties' agreement by failing to provide a twelve (12) month powertrain warranty for the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 as was agreed.

33. As a result of Defendants' breach, Plaintiffs have suffered damages including, but not limited to, the loss of use and loss of value Plaintiffs paid for said 2015 Freightliner truck.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, demand judgment for damages against Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS, together with interest, costs and such other relief as the Court deems just and proper.

COUNT II – BREACH OF AN ORAL CONTRACT
(as related to 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516)

34. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.

35. On or about June 30, 2021, Plaintiffs entered into an agreement with Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, for the purchase of a second truck identified as a 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 for its intended use and benefit by Plaintiff, JAGI.

36. Plaintiffs fully performed all their obligations and duties under the parties' purchase agreement for the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516, including remitting payments to Defendant, MOVERS AND SHAKERS, in the amount of \$66,242.00 for the purchase price and associated costs for said vehicle.

37. Despite demand and Plaintiff(s)' full performance, Defendants breached the parties' agreement by failing to deliver possession of the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 to Plaintiffs.

38. As a result of Defendants' breach, Plaintiffs have suffered damages including, but not limited to, the loss of use and loss of value Plaintiffs paid for said 2014 Freightliner truck.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, demand judgment for damages against Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS, together with interest, costs and such other relief as the Court deems just and proper.

COUNT III – FRAUDULENT INDUCEMENT

39. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.

40. Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, and in concert with each other, knowingly made material misrepresentations to Plaintiffs as to the existence of a twelve (12) month powertrain warranty for the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139 so as to induce Plaintiffs to enter into an agreement with Defendants for the purchase of said vehicle.

41. In additions, Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, and in concert with each other, knowingly made material misrepresentations to Plaintiffs as to their intent to deliver possession of a certain 2014 Freightliner truck bearing VIN

1FUJGLD60ELFV5516 2014 so as to induce Plaintiffs to enter into an agreement with Defendants for the purchase of said vehicle.

42. Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, knew or should have known at the time they made said misrepresentations and omissions that they were false.

43. Defendants, MOVERS AND SHAKERS and the MONGEOISES, intended that Plaintiffs would rely on their fraudulent misrepresentations and omissions.

44. Plaintiffs, JAGI, AU, and INGLESE, reasonably and justifiably relied upon Defendants' misrepresentations and omissions.

45. As a result of Plaintiffs' JAGI, AU, and INGLESE, justifiable and reasonable reliance on Defendants' fraudulent misrepresentations and omissions, Plaintiffs have suffered and continue to suffer damages.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, demand judgment for damages against Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS, together with pre and post-judgment interest, as applicable, and such other relief as the Court deems just and proper.

COUNT IV – RESCISSION

46. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.

47. This is a cause of action sounding in rescission of the parties' agreement for Plaintiffs to purchase a second truck from Defendants identified as a 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 through cancelling said agreement as a result of

Defendants' fraud for failure to deliver possession of said truck and requiring Defendants to return all monies paid by Plaintiffs towards the purchase of same.

48. The character or relationship of the parties is such that it would be inequitable for Defendants to retain the funds paid by Plaintiffs towards the purchase of a second truck identified as a 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 when Defendants fraudulently, knowingly and intentionally induced Plaintiffs to pay the agreed upon purchase price when Defendants had no intention of delivering possession the vehicle.

49. Plaintiffs have put Defendants on notice of their intent to rescind the parties' agreement by way of Plaintiffs' demand for reimbursement of the funds Plaintiffs paid to Defendants for purchase of the subject truck.

50. Plaintiffs, having never had possession of the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516, have received no benefits from the parties' agreement.

51. Plaintiffs are without an adequate remedy of law.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, request an Order from this Court granting their demand for rescission of the parties' purchase agreement for 2014 Freightliner truck and requiring Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS, reimburse Plaintiffs for any and all monies paid in furtherance of the parties' agreement, and such other relief as the Court deems just and proper.

COUNT V – CIVIL THEFT

52. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.

53. Defendants, MOVERS AND SHAKERS, and the MONGEOISES, acting individually and on behalf of MOVERS AND SHAKERS, knowingly obtained and kept the Plaintiffs' property with the intent to either temporarily or permanently deprive Plaintiffs of the benefit and right of their property without providing any compensation for that property.
54. Plaintiffs have been damaged by lost use and value of the property taken from the date the property was taken.
55. Plaintiffs have made written demand via certified mail for the return of the property or just compensation for its taking but the Defendants have not replied. See copy of Civil Theft Demand attached hereto as Exhibit "B."
56. The actions of the Defendants constitute civil theft pursuant to Florida Statutes § 812.014 and § 772.11.
57. Florida Statute § 772.11 permits Plaintiff to recover treble damages against a defendant whose actions amount to theft under Florida Statutes §§ 812.012-812.037.
58. Plaintiffs have employed the undersigned to represent them in this matter and are obligated to pay the undersigned a reasonable attorneys' fees and costs for the prosecution of this action.
59. Plaintiffs seeks attorneys' fees and costs from the Defendants pursuant to Florida Statute § 772.11.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, demand judgment for treble damages against Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P.

MONGEOIS, together with interest, costs of this action, and reasonable attorneys' fees, and such other relief as the Court deems just and proper.

COUNT VI – CONVERSION

60. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.

61. Defendants, MOVERS AND SHAKERS and the MONGEOISES, have unlawfully taken and converted the funds paid by Plaintiffs for the purchase of a 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 without delivering possession of said truck to Plaintiffs.

62. Defendants,' MOVERS AND SHAKERS and the MONGEOISES, conduct constitutes an act of dominion wrongfully asserted over Plaintiffs' personal property inconsistent with Plaintiffs' ownership, possessory, or monetary interest therein.

63. As a result of Defendants' conduct, Plaintiffs have suffered damages and loss of use and loss of value of the subject personal property.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, demand judgment for damages against Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS, together with pre and post-judgment interest, as applicable, and such other relief as the Court deems just and proper.

COUNT VII – INJUNCTIVE RELIEF

64. Plaintiffs, JAGI, AU, and INGLESE, hereby re-allege and re-aver paragraphs 1 through 27 as if fully set forth herein.

65. Plaintiffs seeks injunctive relief against Defendants.

66. Plaintiffs' property rights are imminently at stake, as Defendants, MOVERS AND SHAKERS and the MONGEOISES, maintain unlawful possession and control of a certain 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 which was purchased by Plaintiffs.
67. Further, said 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 is currently titled in the name of Plaintiff, AU.
68. As such, Plaintiff, AU, would suffer immediate and irreparable injury, loss and damage if the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516 were involved in a motor vehicle accident while titled in his name.
69. Plaintiffs seek to enjoin Defendants, MOVERS AND SHAKERS and the MONGEOISES, from operating or using the subject 2014 Freightliner truck pending final disposition of this action.
70. The issuance of an injunction preventing Defendants' use of the subject 2014 Freightliner truck would not threaten the public health, safety or welfare, and the equities favor Plaintiffs.

WHEREFORE, Plaintiffs, JAGI TRUCKING, LLC, JASON AU, and GIUSEPPE INGLESE, demand entry of a temporary injunction, pending final adjudication and permanent relief, enjoining Defendants, MOVERS AND SHAKERS LOGISTIC, LLC, JEAN BLANCHARD MONGEOIS, and JENNIFER P. MONGEOIS, from operating, selling, offering for sale, disposing of, leasing, damaging or permitting damage to the 2014 Freightliner truck bearing VIN 1FUJGLD60ELFV5516, and such other relief as the Court deems just and proper.

DATED this 22nd day of February, 2022.

Respectfully submitted,

MATHIS LAW GROUP

/s/ JESSICA L. KLEIN, ESQ.

JESSICA L. KLEIN, ESQ.

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing is being furnished to Defendants via service of process.

/s/ Jessica L. Klein, Esq.

EXHIBIT “A”

Movers and shakers logistic LLC

Carrier Agreement

This agreement entered into on MARCH 2 2021 is between MOVERS AND SHAKERS LOGISTIC LLC, USDOT 309708, 8030 SW 18TH PLACE, DAVIE FL 33324 herein after referred to as the Lessee a carrier engaged in the business of transporting property by motor vehicle and JAGI TRUCKING LLC, 3901 Nw 79th Ave, Ste 245 #2979, Miami, FL 33166 herein after referred to as the Lessor, being the owner of or Lessee with right of release to Lessee herein, the equipment identified below:

Year	Make	Vin Number	Unit	License	State
2015	Freightliner	3AKGGLD50FSGC0139	0139		FLORIDA

Equipment Identification:

Compensation Agreement

For and in consideration of the sum as agreed to by verbal agreement. It is hereby agreed that the Lessor shall lease the vehicle(s) identified about to the Lessee for use in loading and transporting such property as Lessee may require for the time period specified and under the terms and conditions set forth below and on the reverse side hereof which are made a part hereof the same as is written below. Payment of said compensation is due and payable to the Lessor within 15 days after submission of necessary delivery documents, Lessee identification device and other paperwork concerning trip in the service of the Lessee. Such delivery documents and paperwork shall consist of log books, back up documentation (receipts, tolls, fuel bills, etc.) as required by the D.O.T. and those documents necessary for the authorized carrier to secure payment from the Shipper.

In addition, the Lessee agrees to pay the Lessor 100% of all detention and accessorial service charges.

Employee/Employer Relationship- Neither the Contractor nor its EMPLOYEES are to be considered the employees of the Carrier at any time, under any circumstances or for any purpose.

REMINDER TO LESSEE: Motor Carriers are required to use drive who are qualified under the safety regulations of 49 CRF sections 391.63 and 391.65. Also, section 395.8(j)(2) requires a motor carrier who uses a driver intermittently to obtain from that driver a signed statement giving the total time on duty hours accumulated during the immediately preceding 7 days and the time at which the driver was last relieved from duty prior to beginning work for the motor carrier.

REMINDER TO LESSOR: Owner is responsible for reporting and payment of all road and fuel taxes. Also, driver shall be responsible for loading and unloading the property onto and from the motor vehicle. No compensation shall be paid from the Lessee to the Lessor for this service. Workers' Compensation/Occupational Accident Insurance. Contractor shall provide workers' compensation insurance coverage for Contractor (is a natural person), all of its employees and agents, anyone driving the vehicles which are the subject of this Agreement, and any other persons required to be covered under the workers' compensation law of any state that is reasonably likely to have jurisdiction over Contractor's business operations and in amounts not less than the statutory limits required by such applicable state law. The worker's compensation insurance policy shall provide principal coverage in **FLORIDA*** and shall provide "other states coverage" that excludes only North Dakota, Ohio, Washington, and Wyoming. As evidence of such coverage, Contractor shall provide Carrier with a copy of the insurance policy declarations page for Carrier's verification before operating the Equipment under this Agreement. Such coverage shall be no less comprehensive than the coverage Carrier will facilitate

on Contractor's behalf if Contractor so chooses, as provided elsewhere in this Agreement. A Contractor and his employees if allowed by law, may, as an alternative to obtaining workers' compensation coverage, obtain an occupational accident insurance policy. Such occupational accident insurance coverage shall be no less comprehensive than the occupational accident insurance coverage Carrier will facilitate on Contractor's behalf if Contractor so chooses, as provided elsewhere in this Agreement.

SPECIAL INSTRUCTIONS: **\$1125.00** weekly is deducted for cargo, liability, bobtail and deadhead insurance. If individual Lessor is required to bind occupational accident coverage through the Lessee, there will be an additional weekly charge of **\$31.00**. This Lease, and insurance covers the above listed equipment only while under dispatch through Movers and Shakers Logistic LLC. In addition, any load that is advance more than 40%, the brokerage will increase another 5%. Trailer lease \$300 weekly

The parties shall sign three copies of the lease. One copy is to remain in the equipment covered by the lease throughout the period of time it is so covered by this lease. One copy shall be provided to each the Lessee and the Lessor.

In witness whereof the parties hereto have entered this agreement on **March 2 2021 and** it shall remain in effect until said time that either party provides written notice of cancellation.

Signature of Lessor:

Signature of Lessee:

A handwritten signature in black ink, appearing to read "MHA" followed by a stylized flourish.

EXHIBIT “B”

December 17, 2021

Via Electronic Mail: support@moversandshakerslogistic.com

Via Certified Mail; Return Receipt Requested

Article No.: 7021 0950 0000 3149 1790

Jean-Blanchard Mongeois
Jennifer P. Mongeois
Movers and Shakers Logistic, LLC
P.O. Box 210968
Royal Palm Beach, FL 33421

Movers and Shakers Logistic, LLC
Attn: Jean-Blanchard Mongeois & Jennifer P. Mongeois
8030 SW 18th Place
Davie, FL 33324

**Re: CIVIL THEFT DEMAND PURSUANT TO §772.11, FLORIDA STATUTES
Breach of Contract, Fraud, and Misrepresentation regarding the Purchase of Two
Freightliner Trucks and Carrier Agreement
Our Client: Jagi Trucking, LLC**

Dear Jean-Blanchard Mongeois & Jennifer P. Mongeois:

This law office represents Jagi Trucking, LLC (“Jagi”) with regard to the above-referenced claim. In this regard, please direct all future communications on this matter to my attention at the address indicated below.

As you are aware, on or about January 29, 2021, our client, Jagi entered into an agreement with Movers and Shakers Logistic, LLC (“Movers & Shakers”) and/or Jean-Blanchard Mongeois and Jennifer P. Mongeois (collectively “the Mongeoises”), acting individually and/or on behalf of Movers & Shakers, for the purchase of a certain 2015 Freightliner truck (VIN 3AKGGLD50FSGC0139). In accordance with the parties’ agreement, Jagi remitted payments to Movers & Shakers in the amount of \$15,000.00 on January 29, 2021, \$32,500.00 on February 1, 2021, \$14,180.00 on February 11, 2021, and \$7,200.00 on February 12, 2021, representing the total purchase price and associated costs in the amount of \$68,880.00 for the 2015 Freightliner truck with VIN 3AKGGLD50FSGC0139.

In addition, and as further consideration for the parties’ 2015 Freightliner truck purchase agreement, Movers & Shakers and the Mongeoises, acting individually and/or on behalf of Movers & Shakers, made various representations to Jagi regarding an active warranty for said 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139. Our client, Jagi, relied on these representations in making its decision to purchase said truck. Unfortunately, and despite Movers & Shakers’ and/or the Mongeoises’

representations as to the existence of a warranty for the subject 2015 Freightliner thus inducing Jagi's subsequent purchase, it has come to our client's attention that no such warranty exists for the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139.

As a result of Movers & Shakers' and/or the Mongeioises' misrepresentations regarding the existence of a valid warranty for the 2015 Freightliner truck bearing VIN 3AKGGLD50FSGC0139, our client, Jagi, has sustained damages including, but not limited to, the value Jagi paid for said Freightliner truck, together with associated repair costs, and lost business revenue.

Furthermore, on or about June 30, 2021, our client, Jagi, entered into an agreement with Movers & Shakers and the Mongeioises, acting individually and/or on behalf of Movers & Shakers, for the purchase of a second truck identified as a 2014 Freightliner (with a purported VIN 1FUJGLD60ELFV5516), for the total purchase price of \$66,242.00. In accordance with the parties' agreement, Jagi remitted payments to Movers & Shakers in the amount of \$14,500.00 on June 30, 2021, \$42,725.00 on July 9, 2021, and \$9,017.00 on July 23, 2021, representing the total purchase price and associated costs in the amount of \$66,242.00 for the 2014 Freightliner with the purported VIN 1FUJGLD60ELFV5516.

Despite Jagi's aforementioned payments towards the purchase of a 2014 Freightliner truck, Movers & Shakers and/or the Mongeioises have failed and/or refused to deliver possession of same. Moreover, it has come to our client's attention that Movers & Shakers and the Mongeioises, acting individually and/or on behalf of Movers & Shakers, misrepresented and/or defrauded Jagi regarding the availability of said truck for Jagi's purchase and acquisition. As a result of these misrepresentations, Jagi has suffered damages including, but not limited to, the value Jagi paid for said 2014 Freightliner truck, together with associated costs and lost business revenue.

Based on the foregoing, and in order to avoid considerably more expense and future litigation, Jagi hereby demands that Movers & Shakers and/or the Mongeioises forward the total amount of \$405,366.00 to Jagi, care of the undersigned, within thirty (30) days from your receipt of this letter.

Should you fail to remit said funds within thirty (30) days, then our office has been instructed to pursue all available remedies, at law or in equity, including recovery of applicable attorneys' fees, costs, and interest.

Time is of the essence. Please govern yourself accordingly.

Very truly yours,



Jessica L. Klein, Esq.

JLK:ck