Case Number: CACE-20-017461 Division: 04

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IN THE CIRCUIT COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA.

AN DEFECTAL CE

KIMESHA HENRY, Plaintiff,

CASE NO:

VS.

MOVERS AND SHAKERS
LOGISTIC, LLC, a Florida Limited
Liability Company, JEAN BLANCHARD
MONGEIOS, MOVERS AND SHAKERS
ACADEMY, LLC, a Florida Limited
Liability Company and JENNIFER P.
MEADE a/k/a JENNIFER P. MONGEIOS,
Defendants.

### **COMPLAINT FOR DAMAGES AND OTHER RELIEF**

COMES NOW the Plaintiff, KIMESHA HENRY, 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, Jean Blanchard Mongeios, Movers and Shakers Academy, LLC, a Florida Limited Liability Company and Jennifer P. Meade a/k/a Jennifer P. Mongeios, and in support thereof states as follows:

- (1) That this an action for monetary damages 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 resides in Miami-Dade 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, which company is the alter ego of the Defendant, Jean Blanchard Mongeios, and Jennifer P. Meade a/k/a Jennifer P. Mongeios who set up the company to misled and defraud the public in an attempted to shield himself from personal liability.
- (4) That Jean Blanchard Mongeios is a resident of Broward County, Florida, is over the age of eighteen (18) years, is otherwise sui juris and the Manager of the Defendant, Movers and Shakers Logisitic, LLC.

- (5) That the Defendant, Movers and Shakers Academy, LLC, is a Florida Limited Liability Company, doing business in Broward County, Florida, which company is the alter ego of the Defendants, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, who set up the company to mislead and defraud the public and shield themselves from personal liability.
- (6) That the Defendant, Jennifer P. Meade a/k/a Jennifer P. Mongeios is a resident of Broward County, Florida, is over the age of eighteen (18) years is otherwise sui juris and is Manager of the Defendant, Movers and Shakers Academy, LLC, a Florida Limtied Liability Company.
- (7) That the Defendant, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios are husband and wife.
- (8) That venue is proper in Broward County, Florida, as same is the County in which the Defendants reside and their companies transact business.

# COUNT I BREACH OF CONTRACT AS TO DEFENDANTS Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Montgeios

- (9) That the Plaintiff re-avers and re-alleges paragraphs 1 through 8, as if fully set forth herein.
  - (10) That this is an action for damages for breach of contract
- (11.) That on January 29, 2018, the Plaintiff and the Defendant, Movers and Shakers Academy, LLC, entered into a Contract (for credit repair), a copy of which contract is attached hereto as Exhibit "A."
- (12.) That the Plaintiff paid the Defendant, Movers and Shakers Academy, LLC, the sum of \$3,000.00 as an advance fee, together with monthly payments of \$160.00 for a period of four (4) months, from February through May, 2018, for the alleged services to be performed by the Defendant, Movers and Shakers Academy, LLC, and one (1) monthly payment of \$100.00, in June, 2018, as an additional fee.
- (13.) That the Defendants, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, set up the Defendant Company, Movers and Shakers Academy, LLC, as an alter ego to mislead and defraud public third parties indirectly, thus it shielded them from personal liability.
- (14.) That the Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios breached the terms of the attached contact by failing to provide the services set forth in Exhibit "A," despite receiving payment for same.

- (15.) That the Defendant, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, are indebted to the Plaintiff in the sum of \$3,640.00.
- (16.) That Plaintiff retained the undersigned and is obligated to pay reasonable attorney fees, which the Defendants should be required to pay.

WHEREFORE, Plaintiff demands judgment against the Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, jointly and severally, for monetary damages, together with attorney fees, court costs, interest and whatever other relief the Court deems just and proper under the circumstances.

## COUNT II – FRAUD AS TO DEFENDANTS Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios

- (17.) That the Plaintiff re-avers and re-alleges paragraphs 1-8, as if fully set forth herein.
- (18.) That after receiving all the required financial documents from Plaintiff, the Defendants utilized said information to obtain new credit cards and financial credit in the name of the Plaintiff, in the sum exceeding \$30,000.00, for their personal use, without her knowledge or approval, instead of repairing her credit.
- (19.) That at no time material hereto, did Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, make any effort to restore the Plaintiff's credit, contrary to their representations to the Plaintiff, which representations were solely made to induce the Plaintiff to provide them with her financial information to enrich themselves at the expense of the Plaintiff.
- (20.) That the misrepresentations made to the Plaintiff were known to be false by the Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, at the time they were made in order to perpetrate fraud against the Plaintiff.
- (21.) That but for the representations made by Defendants, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, to Plaintiff, regarding restoration of her credit, she would have never executed the Agreement attached hereto and she made the payments directly to the Defendants.
- (22.) That as a result of Defendants fraudulent actions, the Plaintiff has been caused to suffer financial detriment.

(23.) The Plaintiff retained the undersigned and is obligated to pay reasonable attorney fees, which the Defendants should be required to pay.

WHEREFORE, Plaintiff demands judgment against the Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, jointly and severally, for monetary damages, together with attorney fees, court costs, interest and whatever other relief the Court deems just and proper under the circumstances.

#### **COUNT III**

# Fraud (Violation of FL Statute 817.7005) As To Defendants Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios

- (24.) That the Plaintiff re-avers and re-alleges paragraphs 1-8, as if fully set forth herein.
- (25.) That on January 29, 2018, the parties entered into an Agreement for Credit Restoration, see Exhibit "A" attached hereto, and Plaintiff paid the Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, pursuant to the terms of said Contract, in the sum of \$3,000.00 together with additional monthly payments, totaling the sum of \$740.00.
- (26.) That be accepting money pursuant to the parties' Contract, Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Montgeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, violated FL Statute 817.7005 as follows:
  - a. Charged and received money prior to the full and complete performance of the services to be rendered.
  - b. Failed to obtain a surety bond in the sum of \$10,000.00.
  - c. Failed to deposit money received from the Plaintiff into a Trust Account, until full and complete performance of the services it agreed to perform.
- (27.) That as a result of the Defendants fraudulent practices, set forth hereinabove, in violation of FL Statute 817.7005, the Plaintiff has been caused to suffer monetary damages, as no services were rendered to her, prior to payment, as required by law.
- (28.) That Plaintiff retained the undersigned and is obligated to pay reasonable attorney fees, which the Defendants should be required to pay.

WHEREFORE, Plaintiff demands judgment be entered against Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, jointly and severally, for monetary damages, together with attorney fees, court costs and interest, and whatever other relief the Court deems just and proper under the circumstances.

## COUNT IV BREACH OF CONTRACT AND FRAUD As To Defendants Movers and Shakers Logisitics, LLC and Jean Blanchard Mongeios

- (29.) That the Plaintiff re-avers and re-alleges paragraphs 1-8 as if fully set forth herein.
  - (30.) That this is an action for damages in the sum exceeding \$30,000.00.
- (31.) On May 1, 2019, the Plaintiff and the Defendants, Movers and Shakers Logistic, LLC and Jean Blanchard Mongeios entered into a lease Agreement, a copy of which is attached hereto as Exhibit "B."
- (32.) That at time the above Agreement was executed, it was agreed between the parties, that Plaintiff would provide funds necessary to purchase the equipment identified in the lease agreement, to wit: a 2013 freightliner.
- (33.) That the Plaintiff paid the Defendants the sum of \$15,000.00, which funds were to be used by Defendants as a down payment for the purchase of the said vehicle, which sum allegedly included \$5,000.00 to be used for initial insurance premiums for said vehicle.
- (34.) That after delivery of the above funds to Defendants, the Plaintiff was never notified that the subject vehicle was purchased or that insurance premiums were paid, despite her request for said information.
- (35.) That Plaintiff verily believes that the vehicle was never purchased by the Defendants and said funds were used for their own personal benefit.
- (36.) That but for the representations made by the Defendants to Plaintiff, she would not have entered into the subject lease agreement and would not have paid the subject funds to the Defendants.
- (37.) That at all times material hereto, Defendants knew that the representations they made to the Plaintiff regarding the purchase were false at the time and made solely to induce Plaintiff to execute the lease agreement and pay the above referenced funds to the Defendants.
- (38.) That as a result of the fraud perpetrated on the Plaintiff by the Defendants, the Plaintiff was caused to suffer financial damages.
- (39.) That Plaintiff retained the undersigned and obligated herself to pay reasonable attorney fees which the Defendants should be required to pay.

WHEREFORE, Plaintiff demands judgment be entered against Defendants, Movers and Shakers Logistic, LLC, and Jean Blanchard Mongeios, jointly and severally, for monetary damages, together with attorney fees, court costs and interest, and whatever other relief the Court deems just and proper under the circumstances.

# COUNT V – FRAUD As To Defendants, Movers and Shakers Academy, LLC Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios

- (40.) That the Plaintiff re-avers and re-alleges paragraphs 1-8, as if fully set forth herein.
- (41.) That this is an action for Fraud against the Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios.
- (42.) That pursuant to the terms of the above Contract, the Defendants, Movers and Shakers Logistic, LLC, and Jean Blanchard Mongeios, required Plaintiff to provide them with certain financial documents, including but not limited to Driver's License and Social Security ID Number, which documents were allegedly to be used to repair and restore the Plaintiff's credit.
- (43.) That the Defendants, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, utilized Plaintiff's financial information to obtain new credit cards and financing in her name, and without her knowledge or approval, and utilized benefits they obtained in order to pay funds necessary for an insurance policy for auto/truck insurance coverage in the approximate sum of \$10,000.00, which was paid to Prestige International Insurance, Inc.
- (44.) That the actions of the Defendants, constitutes fraud, perpetrated against Plaintiff, which has caused her financial detriment.
- (45.) That Plaintiff retained the undersigned and obligated herself to pay reasonable attorney fees which the Defendants should be required to pay.

WHEREFORE, Plaintiff demands judgment be entered against Defendants, Movers and Shakers Academy, LLC, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, jointly and severally, for monetary damages, together with attorney fees, court costs and interest, and whatever other relief the Court deems just and proper under the circumstances.

### COUNT VI – FRAUD As To Defendants, Jean Blanchard and Jennifer P. Meade a/k/a Jennifer P. Mongeios

- (46.) That the Plaintiff re-avers and re-alleges paragraphs 1-8, as if fully set forth herein.
- (47.) That this is an action for Fraud against the Defendants, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios.
- (48.) That on or about April 1, 2018, the Defendants represented to Plaintiff that they had a business opportunity to purchase a dry cleaning business for the sum of \$10,000.00 and indicated to Plaintiff that they wanted her as a partner.
- (49.) Subsequently, to their discussions about the dry cleaning business, the Plaintiff paid to the Defendants, the sum of \$5,000.00 for a fifty percent interest in said dry cleaning business.
- (50.) That after delivery of funds, the Plaintiff was never notified that the dry cleaning business has been purchased nor did she receive any written documents from the Defendants, regarding said business, despite demand for same.
- (51.) That Plaintiff verily believes that the dry cleaning business was never purchased by the Defendants, and said funds were used for their own personal benefit.
- (52.) That but for the representations made by the Defendants to Plaintiff, she would not have entered into the purchase of a dry cleaning business and would not have paid the subject funds to the Defendants.
- (53.) That at all times material hereto, Defendants knew the representations they made to the Plaintiff, regarding the purchase were false at the time and made solely to induce Plaintiff to pay the above referenced funds to the Defendants.
- (54.) That as a result of the fraud perpetrated on the Plaintiff by the Defendants, the Plaintiff was caused to suffer financial damages.
- (55.) That Plaintiff retained the undersigned and obligated herself to pay reasonable attorney fees which the Defendants should be required to pay.

WHEREFORE, Plaintiff demands judgment be entered against Defendants, Jean Blanchard Mongeios and Jennifer P. Meade a/k/a Jennifer P. Mongeios, jointly and severally, for monetary damages, together with attorney fees, court costs and interest, and whatever other relief the Court deems just and proper under the circumstances.

Harvey L. Rubinchik, P.A Attorney for the Plaintiff. 1860 N. Pine Island Road, Suite 109 Plantation, FL 33322 Telephone: 954-475-9995

Email: <u>hlresq@aol.com</u>

By: Harrey L. Rubinchik FL Bar # 164907

CREDIT REPAIR

This agreement between Movers and Shakers Academy (consultant) and you UTWILL IN UV (the client), is a legally binding agreement. Movers and Shakers Academy agrees to provide consultation to clients wishing to improve their personal credit, finances, knowledge of their credit rights, credit identity theft, choices and options and more. For any efforts to be effective, you (the client) must be diligent in giving the correct information to Movers and Shakers Academy. Movers and Shakers Academy DOES NOT repair or add trade lines to CPNs/SCN's. We reserve the right to cancel the agreement with any client if we believe they are providing false or fraudulent information to us, its creditors or the credit bureaus.

Please note that we do not provide legal advice. We recommend that you consult your attorney and/or thoroughly read the Fair Credit Reporting Act or the Bill of Rights before you seek advice from one of our analysts. Movers and Shakers Academy accepts no liability, nor responsibility for any damage or loss caused by your use or misuse of the information provided.

By federal law, you must know that YOU CAN DO THE CREDIT RESTORATION PROCESS YOURSELF. YOU ALSO HAVE 3 DAYS TO CANCEL THIS AGREEMENT, which must be done in writing and will discontinue the consulting process. You can read and review The Fair Credit Reporting Act and the Credit Repair Organizations Act at www.ftc.gov or by writing the FTC.

Please note that the agreed upon charge is for one or more of the following services: Initial Consultation and file preparation; Credit Analysis; Researching Laws and documents; Expertise and Knowledge; Reviewing Credit Reports; Data Processing; Consulting and Education; Opting Out process; Preparing documents; the Receipt of Educational Materials and our time. Educational/informational materials and consultation will be given to you in one or more areas of: credit — why you should have good credit and how it can benefit you; credit scoring; how to read your credit reports; how to improve your credit rating; understanding the credit bureaus and credit restoration; understanding the new Bankruptcy laws and how Bankruptcy can help or hurt you; understanding the advantages and disadvantages of using a Debt Consolidation or Credit Counseling company; stopping collection calls; validating debt — an unknown secret that Collection Agencies don't want you to know; prioritizing debt — what will help or hurt your credit; negotiate your debt properly and for less money; how to get out of ChexSystems or TeleCheck if you have written a Non-Sufficient funds check; understanding all of your credit rights, options and choices; how to avoid being a victim of credit identity theft and what to do if you are a victim; establishing or reestablishing credit; credit information on current books and websites; how to respond to a civil summons if you are sued and more.

The length of this agreement is 6 months from its execution and all consultation must be scheduled and documents prepared during that period. However if client is satisfied with the results of their credit file before hand, they must terminate the agreement in writing via mail or email 30 days before the next monthly scheduled automatic payment. We ask that during this time frame, you do not apply for any line of credit, loans, credit cards, retail stores, etc, without contacting us first. We reserve the right to cancel the agreement if we are not contacted before making that decision. We must follow all State and Federal Laws and will not deviate from them. If an item is not considered inaccurate, obsolete, misleading or duplicate, then we will not dispute the item on your credit report.

Guarantee – Although we cannot guarantee by law a certain outcome, we know that by utilizing the Federal Law, the Fair Credit Reporting Act, we can assist you in getting items deleted/corrected with an overall positive outcome.

Negotiating debt — WE DO NOT NEGOTIATE DEBT WITH COLLECTION AGENCIES (PRE LEGAL AND LEGAL), AND NON GOVERNMENT ENTITIES.

The following is a non disclosure statement. Please be advised that we will send you, the client, time sensitive and confidential documentation. The following non disclosure statement protects the company, Movers and Shakers Academy, and you, the client from sharing any company and personal information.

EXABIT " Nº

Confidential Information: For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, (i) any form of marketing plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific, technical or data information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, knowledge, worksin- progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets. Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third party source not known, after diligent inquiry, by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality, (iii) is or shall become publically available through no fault or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the herein contained terms and conditions of this Agreement or reference or access to any Confidential Information.

#### Confidential Information Disclosure

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: (i) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement. Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

#### Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 - Compromise Offers and Negotiations.

#### Induced Disclosure of Confidential Information

Notwithstanding anything in the foregoing clauses to the contrary, the Receiving Party may be Compelled to disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent feasible, the Disclosing Party in writing of any such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party provides (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent feasible, the Disclosing Party with any such request for a protective order or other relief. Notwithstanding the foregoing, If the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

#### Independent Development

Receiving Party may currently or in the future be developing information internally, or receiving information internally, or receiving information from other parties that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

#### Term

The herein contained Agreement shall remain in effect for a term of For Length Of Employment months, and shall be subject to an extension of 20 Years months if both parties are still discussing and contemplating a business transaction or relationship at the end of the original term. Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

#### No Warranty

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

#### Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

#### Return of Confidential Information

Upon completion/expiration or termination of this Agreement, the Receiving Party shall immediately Return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files

either manually or by image capture or any other form of work product that may be based on or include any confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of this Agreement or (ii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, with the prior written consent of the Disclosing Party, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably no recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and or information.

#### Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

#### No Legally Binding Agreement for Transaction

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

#### Warranty

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

#### Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

#### **Governing Laws**

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Florida applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Florida shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

#### Sever ability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

#### Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (I) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

#### Transfer or Assign

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

#### Miscellaneous

The receipt of Confidential Information pursuant to this Agreement shall not prevent or in any way Limit either party from: (I) developing, making or marketing products or services that are or may be Competitive with the products or services of the other, or (ii) providing products or services to other who compete with the other. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the aforementioned effective date.

By signing this agreement you (the client) agree to its conditions, agree to be truthful with your consultant, understanding that no promises have been made outside this agreement.

| Authorized Agent Name  |                                     |
|--|-------------------------------------|
| Authorized Agent (Sign)  | Date                                |
| Client KIMESTA HEURY   | Date 01/29/2018                     |
| Social Security Number 772 - 76 - 8429<br>Address 1040 11 W 113 H FC/19 C HIGH | 1. 1. 33164 01/15/1969              |
| Email KHEShazutt BUHAIL. COH   | Credit Monitoring Name: WHENG HENCY |
| Credit Monitoring Username KiM hazullog rail.                                  | ECH Password hummica premy!         |

This agreement entered into on MAY 1 2019 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 Kimesha N Henry, 1848 Nw 113th Terrace, Miami Florida 33167, herein after referred to as the Lessor, being the owner of or Lessee with right of release MIFFILIALLIN to Lessee herein, the equipment identified below:

### Equipment Identification:

Unit License State Year Make Vin Number 2013 FRGHT 1FUGGLBG8D8DLBP7904 7904 **FLORIDA** 

### 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.

Exhibit "B"

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.

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REMINDER TO LESSOR: Owner is responsible for reporting and

SPECIAL INSTRUCTIONS: \$470.00 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 350 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 <u>MAY</u> 1 2019 and it shall remain in effect until said time that either party provides written notice of cancellation.

Signature of Lessor: