

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT, IN  
AND FOR BROWARD COUNTY,  
FLORIDA

CASE NO. -

CLAUDETTE BURNETT,  
Plaintiff

COMPLAINT

vs.

MOVERS AND SHAKERS LOGISTIC LLC.,

Defendant.

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**COMES NOW**, the Plaintiff, **CLAUDETTE BURNETT**, (hereinafter referred to as "**BURNETT**"), by and through her undersigned counsel and sues Defendant, (hereinafter referred to as "**MOVERS & SHAKERS LOGISTIC LLC.**") and alleges:

**JURISDICTION**

The Plaintiff, **CLAUDETTE BURNETT**, sues the Defendants, **MOVERS & SHAKERS LOGISTIC LLC.**, and alleges:

1. This is an action for damages in excess of \$30,000.00, exclusive of costs, interest, and attorney's fees.
2. At all times material to this complaint, the Plaintiff, **BURNETT**, was a resident of **BROWARD** County, Florida and sui juris.
3. At all times material to this complaint, the Defendant, **MOVERS & SHAKERS LOGISTIC LLC.**, was a foreign entity doing business in **BROWARD** County, Florida and sui juris.

**BREACH OF CONTRACT**

4. Plaintiff, BURNETT, sues Defendant, MOVERS & SHAKERS LOGISTIC LLC., and alleges;
- 5.
6. On or about March 27, 2022, defendant entered into a sales contract with Plaintiff, Burnett for the sale of a Freight Liner Commercial Vehicle with less than Five Hundred Thousand Miles.
7. On April 6, 2022, Plaintiff delivered to Defendant and Defendant accepted a Deposit of \$10,000.00 on the agreed vehicle.
8. On April 19, 2022 Plaintiff delivered to Defendant and Defendant accepted an additional Deposit of \$25,000.00 in funds for deposit on said vehicle.
9. On April 27, 2022, Plaintiff delivered to Defendant and Defendant accepted another payment of \$16, 230.00 for the agreed upon vehicle.
10. Plaintiff and Defendant agreed that the balance of the would be paid over a 12 month period in equal payments after the possession of the vehicle was delivered to the Plaintiff.
11. Defendant has breached the contract by failing to deliver the described vehicle to Plaintiff.
12. Plaintiff has been damaged by the loss money delivered to the Defendant, but never receiving the vehicle that she agreed to receive.

WHEREFORE, plaintiff demands judgment for damages against defendant, Jury Trial and attorney fees and cost and other related relief as the Court deems appropriate.

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13. Plaintiff realleges the allegations set forth above in paragraphs 1 through 3 as if set

forth herein in full.

14. Plaintiff states that Defendant made a false statement by claiming that he could secure and sale a Freight Liner Commercial Vehicle with less than Five Hundred Thousand Miles.
15. Defendant knew at the time that the statement was made that he could not obtain a Freight Liner Commercial Vehicle with less than Five Hundred Thousand Miles so that he could covey a clean title to the Plaintiff.
16. Defendant made the false statement for the purposes of and intention that the false statement would induce the Plaintiff to act on it by obtaining the necessary funds to deposit of the promised vehicle.
17. As a result of the Defendant's behavior, the Plaintiff has been harmed by acting in reliance on the representation and therefore suffering a loss of substantial funds.

WHEREFORE, plaintiff demands judgment for damages against defendant, Jury Trial and attorney fees and cost and other related relief as the Court deems appropriate.

Respectfully Submitted

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