

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

**FORT NUGENT LLC,
Plaintiff,**

CASE NO.:

v.

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

COMPLAINT FOR DAMAGES AND OTHER RELIEF

Plaintiff, **FORT NUGENT LLC** (hereinafter referred to as “Plaintiff”), sues Defendants **MOVERS AND SHAKERS LOGISTICS, LLC.** (hereinafter referred to as “MSL”) and **JEAN BLANCHARD MONGEOIS** (hereinafter referred to as “MONGEOIS”) (collectively referred to as “Defendants”), and states as follows:

COMMON ALLEGATIONS

1. That this is an action for damages in excess of \$30,000.00, exclusive of prejudgment interest, costs, and attorneys’ fees.
2. That the Plaintiff is, and was at all times material hereto, a Nevada Limited Liability Corporation, with its principal place of business in Las Vegas, Nevada.
3. That the Defendant, MSL, is, and was at all times material hereto, a Florida Limited Liability Company, doing business in Broward County, Florida, which company is the alter ego of the Defendant, MONGEOIS, who set up the company to mislead and defraud the public in an attempt to shield himself from personal liability.

4. That the Defendant, MONGEOIS, is a resident of Broward County, Florida, is over the age of eighteen (18) years and is sui juris.
5. That the Defendant, MONGEOIS, is the Manager of MSL, a Florida Limited Liability Company, which he established on August 11, 2017, and is still an active company.
6. Venue is proper in Broward County, as same is the County in which Defendant resides and the company transacts business.
7. That the Plaintiff entered a written contract with Defendants, MSL and MONGEOIS, on or around January 13th, 2023, whereas Plaintiff was to invest \$40,000.00 into MSL, as evidenced by Investment Contract, attached hereto as Exhibit 1.
8. That the Plaintiff's investment was to be used as follows: 1) \$25,000.00 was to be used to cover the insurance payment for the purchased trucks, and 2) \$15,000.00 was to be used to cover the down-payment for 3 trucks at \$5,000.00 per truck.
9. That the Defendant, MONGEOIS, is the Manager of the Defendant, MSL, and exercised complete and total control and dominion over said company in respect to this matter.
10. That the Defendant's control over MSL was utilized by him as a tool to commit fraud against Plaintiff by inducing their payment of monies in the sum of \$40,000.00 to their financial detriment.
11. That the corporate veil of the Defendant's company, MSL, should be pierced as follows in this matter:
 - a. There was no real separation between Defendants, MSL and MONGEOIS.
 - b. The company was an alter ego for Defendant, MONGEOIS, and served as an instrument of Defendant's fraudulent misrepresentation.

- c. The conduct and acts perpetrated by Defendant, MONGEOIS, were fraudulent, were committed with the purpose of defrauding Plaintiff, and was done through the use MSL to shield Defendant, MONGEOIS, from personal liability.
 - d. Defendant, MONGEOIS, created MSL for the sole purpose of attempting to evade the laws of the State of Florida and shield himself from personal liability for his illegal acts.
 - e. The Plaintiff suffered financial detriment because of the fraudulent actions orchestrated by Defendant, MONGEOIS, through his alter ego, MSL.
12. That any and all conditions precedent to this action have been performed, satisfied, or waived.
13. That the Plaintiff has retained the undersigned law firm to represent them in this matter and has agreed to pay a reasonable attorneys' fee for its professional services.

WHEREFORE, for the above stated reasons, the Plaintiff hereby requests this Court enter judgment in their favor and against the Defendants for damages, costs, fees, prejudgment interest and any other relief that the Court deems just, necessary and proper.

COUNT I
BREACH OF CONTRACT

14. That the Plaintiff adopts and incorporates by reference the allegations set forth in Paragraphs 1-13 of the Complaint, as if fully set forth herein.
15. That the Plaintiff entered a written contract with Defendants, MSL and MONGEOIS, on or around January 13th, 2023, whereas Plaintiff was to invest \$40,000.00 into MSL, as evidenced by Investment Contract, attached hereto as **Exhibit 1**.
16. That the Plaintiff's investment was to be used as follows: 1) \$25,000.00 was to be used to cover the insurance payment for the purchased trucks, and 2) \$15,000.00 was to be used to cover the

down-payment for 3 trucks at \$5,000.00 per truck.

17. That the Plaintiff, as required by the Investment Contract, transferred the sum of \$40,000.00 to the account of the Defendant, MSL, and at all times material hereto, performed all conditions required under contract.
18. That the agreement required MSL to pay 30% of their net revenue from the 3 trucks on a monthly basis.
19. That the Defendants have breached the contract by failing to deliver the prescribed payments at the agreed upon date(s), and as a result, Defendants are indebted to the Plaintiff in the sum of \$40,000.00.

WHEREFORE, for the above stated reasons, the Plaintiff hereby requests this Court enter judgment in their favor and against Defendants for damages, costs, fees, prejudgment interest, and any other relief that the Court deems just, necessary and proper.

COUNT II
FRAUDULENT MISREPRESENTATION

20. That the Plaintiff adopts and incorporates by reference the allegations set forth in Paragraphs 1-13 of the Complaint, as if fully set forth herein.
21. That the Defendant, MONGEOIS, solicited investment funds from the Plaintiff for an alleged business relationship involving the Defendant, MSL, and knowingly made false representations to the Plaintiff in order to secure funds in the sum of \$40,000.00 for non-business related use.
22. That the Defendant, MONGEOIS, knowingly made false representations to the Plaintiff in order to secure said funds in the sum of \$40,000.00 for non-business related use.
23. That the Defendant, MONGEOIS, induced the Plaintiff to invest in MSL by fraudulently

misrepresenting what the funds would be used for.

24. That the Defendant, MONGEOIS, had no intention of using the funds received from the Plaintiff for what was stated in the contract, i.e., to cover the alleged insurance payment for the three (3) trucks, and to cover the alleged down-payment for the three (3) trucks.
25. That the fraudulent misrepresentation regarding the business, MSL, and its financial viability made to Plaintiff by Defendant, MONGEOIS, induced Plaintiff to act in reliance on same, and become an investor in MSL.
26. That as a result of the fraudulent action by Defendant, Plaintiff has retained the undersigned to represent them in this matter and obligated themselves for the payment of fees and court costs, which fees and costs the Defendant should be required to pay.

WHEREFORE, for the above stated reasons, the Plaintiff hereby requests this Court enter judgment in their favor and against Defendants for damages, costs, fees, prejudgment interest, and any other relief that the Court deems just, necessary, and proper.

COUNT III
CLAIM FOR CIVIL THEFT

27. That the Plaintiff adopts and incorporates by reference the allegations set forth in Paragraphs 1-13 of the Complaint, as if fully set forth herein.
28. That the Defendant, MONGEOIS, solicited investment funds from the Plaintiff for an alleged business relationship involving the Defendant, MSL, and knowingly made false representations to the Plaintiff in order to secure funds in the sum of \$40,000.00 for non-business related use.
29. That the Defendant, MONGEOIS, knowingly made false representations to the Plaintiff in order to secure said funds in the sum of \$40,000.00 for non-business-related use.

30. That the Defendant, MONGEOIS, induced the Plaintiff to invest in MSL by fraudulently misrepresenting what the funds would be used for.
31. That the Defendant, MONGEOIS, had no intention of using the funds received from the Plaintiff for what was stated in the contract, i.e., to cover the alleged insurance payment for the three (3) trucks, and to cover the alleged down-payment for the three (3) trucks.
32. That the fraudulent misrepresentation regarding the business, MSL, and its financial viability made to Plaintiff by Defendant, MONGEOIS, induced Plaintiff to act in reliance on same, and become an investor in MSL.
33. That Fla. Stat. § 772.11 authorizes the recovery of treble damages, which would bring the Plaintiff's damages amount to the sum of \$120,000.00.

WHEREFORE, for the above stated reasons, the Plaintiff hereby requests this Court enter judgment in their favor and against Defendants for damages, costs, fees, prejudgment interest, and any other relief that the Court deems just, necessary, and proper.

COUNT IV
CLAIM FOR UNJUST ENRICHMENT AGAINST DEFENDANT

34. That the Plaintiff adopts and incorporates by reference the allegations set forth in Paragraphs 1-13 of the Complaint, as if fully set forth herein.
35. This is an alternative count for unjust enrichment in the event that no enforceable contract is found between Plaintiff and the Defendants, MSL and MONGEOIS.
36. The Plaintiff conferred a benefit on the Defendants by making payments to MSL, in the sum of \$40,000.00 in the form of an investment in the Defendant's business, MSL.
37. The Defendants have knowledge of the benefit conferred by the Plaintiff, which is evidenced by the Investment Contract, attached hereto as **Exhibit 1**.

38. The Defendants have accepted or retained the Benefit conferred by the Plaintiff, which is evidenced by the Investment Contract, attached hereto as **Exhibit 1**.

39. The circumstances are such that the Defendants should, in all fairness, be required to pay for the benefit and for the subsequent fees and court costs incurred by Plaintiff as a result of Defendants' fraudulent acts.

WHEREFORE, for the above stated reasons, the Plaintiff hereby requests this Court enter judgment in their favor and against Defendants for damages, costs, fees, prejudgment interest, and any other relief that the Court deems just, necessary and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial of all issues so triable.

Dated this 29th day of November, 2023.

Respectfully submitted,
Law Office of Ray Garcia, P.A.
14850 SW 26 Street, Suite 204
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By: /s/ Jose Novo, Esq.
Attorney for Plaintiff
Ray Garcia, Esq.
Fla. Bar No. 0115850
Nataline Garcia, Esq.
Fla. Bar No. 1007959
Jose Novo, Esq.
Fla. Bar No. 1049092

EXHIBIT 1

INVESTMENT CONTRACT

AGREEMENT made this day, January 13th, 2023 by and between FORT NUGENT LLC (Investor) and Movers and Shakers Logistic, LLC (Manager).

TERMS:

Fort Nugent LLC is hereby investing \$40,000 into Movers and Shakers Logistic, LLC. \$25,000 will be used to cover the insurance payment and the remaining \$15,000 to cover the Investor down-payment for 3 trucks at \$5,000 per truck.

Movers and Shakers Logistic agrees to pay 30% of their net (on 3 trucks) on a monthly basis.

- Purple Peterbilt
- Red Kenworth
- White Freightliner

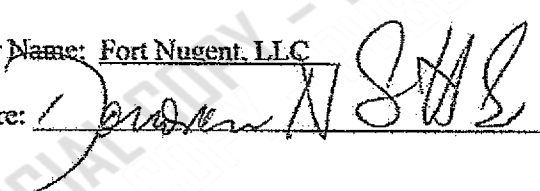
If there is no net at the end of the month, the Investor understands there is no monies owed.

This agreement will be in effect for 3 years. At that time, both parties will decide if the agreement will be renewed for an additional year.

Movers and Shakers Logistic, LLC will manage and oversee the daily operations of each Truck.

Agreement is effective as of dates signed below by the Investor.

Investor Name: Fort Nugent, LLC

Signature: 

Date: 1/14/2023

Manager Name: Movers and Shakers Logistic, LCC

Signature: 

Date: 2/75/23