

IN THE COUNTY COURT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2015 CC 006370

WILLIAM JEFFERY BROWN,

Plaintiff,

v.

STEVEN REPETTI,

Defendants.

COMPLAINT

Plaintiff, WILLIAM JEFFERY BROWN, by and through his undersigned attorneys, files this Complaint against Defendant, STEVEN REPETTI, and in support thereof alleges as follows:

Jurisdiction, Parties, Venue

1. This action seeks \$12,000.00, exclusive of attorneys' fees and costs.
2. Defendant is an individual, who upon information and belief, is a resident of Tennessee.
3. The court has specific jurisdiction over Defendant in this matter, because Defendant breached a contract requiring performance in Florida. *See* § 48.193(1)(g), *Fla. Stat.* The contract was silent as to the place of payment, and Plaintiff is an individual residing in Palm Beach County, Florida. *Balboa v. Assante*, 958 So.2d 573 (Fla. 4th DCA 2007)
4. Venue is proper in Palm Beach County, Florida because all or a part of the cause of action arose in this county and because Defendant is a non-resident.

FACTS COMMON TO ALL COUNTS

5. On or about January 17, 2015, Plaintiff orally agreed to lend Defendant \$7,500.00 to be paid back 90-days from the receipt of the funds, and an interest rate of 1.5%.

6. In exchange, Defendant was to provide Plaintiff with a \$10,000.00 ownership interest in ForeverMe, Inc., a personal publishing platform company that Defendant purported to own.

7. ForeverMe, Inc. was a corporation organized under the laws of the state of Delaware with its principal place of business in Fort Lauderdale, Florida.

8. On or about February 1, 2015, Plaintiff orally agreed to lend an additional \$4,500.00 to Defendant in exchange for an additional .75 percent ownership interest in ForeverMe, Inc.

9. Defendant made one payment of \$1000.00 to Plaintiff, and thereafter immediately defaulted on both loans. Since that payment, Defendant has failed to make another payment to Plaintiff.

10. Moreover, Defendant never provided Plaintiff with an ownership interest in ForeverMe, Inc.

11. Upon information and belief, at the time Defendant promised to convey the ownership interest to Plaintiff, Defendant did not have an ownership interest to convey.

12. In fact, a search of www.sunbiz.org and the Delaware Secretary of State website indicated at the time Defendant made the above agreement with Plaintiff, ForeverMe, Inc.'s legal status had lapsed in both states.

13. Upon information and belief, the status of ForeverMe, Inc. was known to Defendant at the time the ownership interest was offered to Plaintiff as inducement to make the loans.

14. Thereafter, Plaintiff made a demand under Article 8, Section 200, Delaware Code to inspect the books and records of ForeverMe, Inc.

15. Defendant has failed to respond.

16. Similarly, Plaintiff has repeatedly requested repayment of the loans pursuant to their agreed terms in writing.

17. Payment has not been received.

COUNT I – Breach of Contract

18. Plaintiff repeats and realleges paragraphs 1 through 16 as if fully set forth herein.

19. Plaintiff and Defendant entered into an oral contract for purchase of ownership interest in ForeverMe, Inc. in exchange for two loans.

20. Plaintiff performed all conditions and obligations under the contract.

21. Defendant breached that contract when he failed to pay back the loan, or convey and ownership interest in ForeverMe, Inc. to Plaintiff.

22. Plaintiff has been damaged as a result of a breach of that contract.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of the loan, and costs and attorneys' fees, and such other relief as the Court deems just and proper.

Count II –Fraud in the Inducement

23. Plaintiff repeats and realleges paragraphs 1 through 16 as if fully set forth herein.

24. Defendant made material misrepresentations to Plaintiff that he had an ownership interest in ForeverMe, Inc. that could be transferred to Plaintiff.

25. Defendant knew that those statements were false and misleading, as ForeverMe, Inc. was inactive at the time of the statement.

26. Defendant intended that Plaintiff rely on these representations to his detriment, and Plaintiff agreed to provide Defendant with the above referenced loans. Plaintiff was justified in his reliance on Defendant's representations.

27. Plaintiff has been injured as a result of this reliance in that Defendant has not paid back the loan, or transferred any ownership interest in FovereverMe, Inc. to Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in the amount of the loan, and costs and attorneys' fees, and such other relief as the Court deems just and proper.

Respectfully submitted,

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