

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

FELIX VULIS, an individual,

CASE NO.:

Plaintiff,

v.

IGOR FRUMAN, an individual; LEV
PARNAS, an individual; DAVID CORREIA,
an individual; and GLOBAL ENERGY
PRODUCERS, LLC, a Delaware limited
liability company,

Defendants.

/

COMPLAINT

Plaintiff, FELIX VULIS (“Vulis”), by and through his undersigned counsel, hereby files this Complaint for damages against Defendants, IGOR FRUMAN (“Igor”), LEV PARNAS (“Lev”), DAVID CORREIA (“David”), and GLOBAL ENERGY PRODUCERS, LLC (“GEP”), and in support thereof state as follows:

JURISDICTION, PARTIES, AND VENUE

1. This is an Action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of pre-judgment interest, attorney’s fees, and costs and is thus within the exclusive plenary jurisdiction of Florida’s Circuit Courts.

2. Plaintiff, FELIX VULIS, is and was, at all material times, an individual that resides in Miami-Dade County, Florida, and is *sui juris*.

3. Defendant, IGOR FRUMAN, is and was, at all material times, an individual that resides in Miami-Dade County, Florida, and is *sui juris*. Defendant Igor is a member and officer of Defendant GLOBAL ENERGY PRODUCERS, LLC.

4. Defendant, LEV PARNAS, is and was, at all material times, an individual that resides in Palm Beach County, Florida, and is *sui juris*. Defendant Lev is a member and officer of Defendant GLOBAL ENERGY PRODUCERS, LLC.

5. Defendant, DAVID CORREIA, is and was, at all material times, an individual that resides in Palm Beach County, Florida, and is *sui juris*. Defendant David is a member and officer of Defendant GLOBAL ENERGY PRODUCERS, LLC.

6. Defendant GLOBAL ENERGY PRODUCERS, LLC, is and was, at all material times, a Delaware limited liability company with its principal place of business in New Castle County, Delaware.

7. Venue is proper in Miami-Dade County, Florida, the place where the contract sued upon was entered and breached and the place where the causes of action and the economic damages giving rise to this Complaint occurred. The Defendants have purposefully subjected themselves to the jurisdiction of the courts of Florida pursuant to Fla. Stat. § 48.193 by the following acts or omissions: (1) operating, conducting, engaging in, or carrying on business in Florida, including the subject business venture between the Parties described in this Complaint, (2) committing a tortious act within Florida, (3) owning real property within Florida, (4) causing injury to persons or property within Florida arising out of an act or omission by the Defendants outside Florida since, at or about the time of the injury, the Defendants were engaged in solicitation of business within Florida as more fully described herein, (5) breaching a contract in Florida by failing to perform acts required by the contract to be performed in this state including, but not limited to, making payment to the Plaintiff as more fully described herein, and (6) the Defendants are engaged in substantial and not isolated activity within Florida as more fully described herein.

8. All conditions precedent to the institution and maintenance of this Action have been performed, excused, or have otherwise occurred.

GENERAL ALLEGATIONS

9. In or around September of 2018, Defendants Igor, Lev, and David, on behalf of themselves and their company, Defendant GEP, contacted Plaintiff in order to solicit a loan.

10. At that time, Defendants represented to Plaintiff that Defendant GEP was an exporter of American liquid natural gas and that it was in the process of partnering with major industry leaders both domestically and internationally, in order to achieve its goal of becoming the largest exporter of liquid natural gas in the United States.

11. Further, Defendants represented to Plaintiff that earlier in the year the Defendants had made several large personal contributions to various political organizations, including America First Action, Inc. and Friends of Ron DeSantis, in excess of \$400,000.00 in Defendant GEP's name and that, as a result, Defendants and GEP had garnered substantial goodwill with various powerful political allies that would greatly assist the business of Defendant GEP.

12. The Defendants also boasted about their close relationships with various other political and business affiliates, including Rudy Giuliani, Robert Pereira, Brian Bollard, Nick Ayers, and Harry Sargeant, in order to bolster their own credibility and reliability to the Plaintiff as well as the stability and future profitability of their company, Defendant GEP, and its business ventures.

13. Defendants therefore guaranteed the Plaintiff that his loan to Defendants was secure and would be repaid in full in two months. Defendants requested Plaintiff to loan one hundred thousand dollars to them personally and directed Plaintiff to write a check to Defendant GEP noting in the memo line that the loan was to the Defendants and that the loan was to be repaid in two months.

14. Accordingly, and pursuant to the parties' agreement, on October 1, 2018, Plaintiff wrote a check in the amount of one hundred thousand dollars and zero cents (\$100,000.00) to Defendant Global Energy Producers, LLC, specifically noting on the memo line that the funds

represented a loan to Defendants Igor and Lev and were to be repaid in two months. *See Check No.: 204 dated October 1, 2018, attached hereto as Exhibit "A."*

15. The Defendants accepted the funds on the agreed upon terms and deposited the funds into Defendant GEP's account. *See Exhibit A.*

16. Nevertheless, on December 1, 2018, the Defendants failed or refused to repay the funds on the agreed upon terms.

17. On December 18, 2018, Defendant Igor acknowledged the Defendants' failure to repay the funds when they were due pursuant to the parties' agreement, apologized to the Plaintiff for the Defendants' delay in repaying the funds, and promised Plaintiff that the Defendants would not only repay the funds but would also reimburse Plaintiff for any and all costs Plaintiff incurred due to the Defendants' failure to timely repay the funds.

18. On January 19, 2019, Defendant Igor again represented to the Plaintiff that the Defendants were going to repay the funds and even requested the Plaintiff's bank account information for payment, which the Plaintiff provided to the Defendants.

19. Nevertheless, the Defendants again failed or refused to repay the funds and, to date, still have not repaid a cent of the funds loaned by Plaintiff.

20. In fact, it has since become apparent that the individual Defendants, a officers of Defendant GEP dominated and controlled the Defendant GEP to such an extent that the its independent existence was in fact non-existent and the individual Defendants were the alter ego of Defendant GEP, that Defendant GEP's corporate form was used fraudulently or for an improper purpose to deprive Plaintiff of his funds, and that the fraudulent or improper use of Defendant GEP's corporate form has caused substantial material injury to Plaintiff, such that Defendant GEP's corporate form must be disregarded and the individual Defendants must be held personally liable.

21. Plaintiff has retained the law firm of Stok, Folk, + Kon, P.A., to represent him in this Action and is obligated to pay it a reasonable fee for its services

COUNT I
BREACH OF CONTRACT

22. Plaintiff re-alleges and incorporates paragraphs 1 through 21 as if fully set forth herein.

23. The Plaintiff and the Defendants entered into a valid and enforceable agreement (the “Agreement”) whereby the Plaintiff would loan the Defendants certain funds and the Defendants would repay those funds on December 1, 2018, which agreement was further ratified by the parties’ subsequent correspondence and course of conduct.

24. Plaintiff performed all of its duties required under the parties’ Agreement.

25. Defendants failed to perform all of their duties under the parties’ Agreement and otherwise breached the Agreement by failing or refusing to repay the funds to the Plaintiff on December 1, 2018.

26. Further, Defendants agreed to reimburse Plaintiff for any and all costs Plaintiff incurred due to the Defendants’ failure to timely repay the funds.

27. Plaintiff has retained the law firm of Stok, Folk, + Kon, P.A., to represent him in this Action and is obligated to pay it a reasonable fee for its services.

28. As a direct and proximate result of the Defendants’ breach of the parties’ Agreement, Plaintiff has suffered substantial damages, together with attorney’s fees and court costs.

WHEREFORE, Plaintiff, FELIX VULIS, demands judgment against Defendants, IGOR FRUMAN, LEV PARNAS, DAVID CORREIA, and GLOBAL ENERGY PRODUCERS, LLC, for (a) money damages, (b) attorney’s fees, (c) court costs, (d) pre- and post-judgment interest, and (e) any such other and further relief as this Honorable Court deems just and proper.

COUNT II
FRAUDULENT INDUCEMENT

29. Plaintiff re-alleges and incorporates paragraphs 1 through 21 as if fully set forth herein.

30. In or around September of 2018, Defendants Igor, Lev, and David, on behalf of themselves and their company, Defendant GEP, contacted Plaintiff in order to solicit a loan.

31. Defendants represented to Plaintiff that they made several large personal contributions to various political organizations, including America First Action, Inc. and Friends of Ron DeSantis, in excess of \$400,000.00 in Defendant GEP's name and that Defendants and GEP had garnered substantial goodwill with various powerful political allies as a result that would greatly assist the business of Defendant GEP.

32. The Defendants also boasted about their close relationships with various other political and business affiliates, including Rudy Giuliani, Robert Pereira, Brian Bollard, Nick Ayers, and Harry Sargeant, in order to bolster their own credibility and reliability to the Plaintiff as well as the stability and future profitability of their company, Defendant GEP, and its business ventures.

33. Accordingly, the Defendants represented to the Plaintiff that his loan to the Defendants was secure and would be repaid in full in just two months.

34. Defendants also represented to the Plaintiff that his loan was to them personally and directed Plaintiff to write the check to Defendant GEP.

35. Defendants knew that these representations were false and that they would not repay the Plaintiff's loan.

36. Defendants' intent in making these false statement and misrepresentations to the Plaintiff was to induce the Plaintiff to act on them.

37. Plaintiff justifiably and reasonably relied on the Defendants' false statements and misrepresentations.

38. As a direct and proximate result of the Defendants' fraudulent inducement, Plaintiff has suffered substantial damages.

39. The Defendants' joint and several misconduct was willful, wanton, and malicious, and if permitted without rebuke would encourage others to engage in such outrageous conduct.

WHEREFORE, Plaintiff, FELIX VULIS, demands judgment against Defendants, IGOR FRUMAN, LEV PARNAS, DAVID CORREIA, and GLOBAL ENERGY PRODUCERS, LLC, for (a) money damages, (b) punitive damages pending an evidentiary showing pursuant to Fla Stat. §768.72, (c) court costs, (d) pre- and post-judgment interest, and (e) any such other and further relief as this Honorable Court deems just and proper.

COUNT III
NEGLIGENT MISREPRESENTATION

40. Plaintiff re-alleges and incorporates paragraphs 1 through 21 as if fully set forth herein.

41. In or around September of 2018, Defendants Igor, Lev, and David, on behalf of themselves and their company, Defendant GEP, contacted Plaintiff in order to solicit a loan.

42. Defendants represented to Plaintiff that they made several large personal contributions to various political organizations, including America First Action, Inc. and Friends of Ron DeSantis, in excess of \$400,000.00 in Defendant GEP's name and that Defendants and GEP had garnered substantial goodwill with various powerful political allies as a result that would greatly assist the business of Defendant GEP.

43. The Defendants also boasted about their close relationships with various other political and business affiliates, including Rudy Giuliani, Robert Pereira, Brian Bollard, Nick Ayers,

and Harry Sargeant, in order to bolster their own credibility and reliability to the Plaintiff as well as the stability and future profitability of their company, Defendant GEP, and its business ventures.

44. Accordingly, the Defendants represented to the Plaintiff that his loan to the Defendants was secure and would be repaid in full in just two months.

45. Defendants also represented to the Plaintiff that his loan was to them personally and directed Plaintiff to write the check to Defendant GEP.

46. Defendants were negligent and either knew or should have known that these representations were false and that they would not repay the Plaintiff's loan.

47. Defendants' intent in making these misrepresentations to the Plaintiff was to induce the Plaintiff to act on them.

48. Plaintiff justifiably and reasonably relied on the Defendants' misrepresentations.

49. As a direct and proximate result of the Defendants' negligent misrepresentations, Plaintiff has suffered substantial damages.

WHEREFORE, Plaintiff, FELIX VULIS, demands judgment against Defendants, IGOR FRUMAN, LEV PARNAS, DAVID CORREIA, and GLOBAL ENERGY PRODUCERS, LLC, for (a) money damages, (b) court costs, (c) pre- and post-judgment interest, and (d) any such other and further relief as this Honorable Court deems just and proper.

COUNT IV
PROMISSORY ESTOPPEL

50. Plaintiff re-alleges and incorporates paragraphs 1 through 21 as if fully set forth herein.

51. Defendants promised Plaintiff that they would repay Plaintiff's loan to Defendants on December 1, 2018, which funds and are still due and owing to Plaintiff by Defendants.

52. Defendants made the promise to Plaintiff with the reasonable expectation to induce action by Plaintiff.

53. Plaintiff acted in reliance on Defendants' promises.

54. Injustice will result if Defendants' promises are not enforced.

WHEREFORE, Plaintiff, FELIX VULIS, demands judgment against Defendants, IGOR FRUMAN, LEV PARNAS, DAVID CORREIA, and GLOBAL ENERGY PRODUCERS, LLC, for (a) money damages, (b) court costs, (c) pre- and post-judgment interest, and (d) any such other and further relief as this Honorable Court deems just and proper.

COUNT V
UNJUST ENRICHMENT

55. Plaintiff re-alleges and incorporates paragraphs 1 through 21 as if fully set forth herein.

56. On October 1, 2018, Plaintiff wrote a check in the amount of one hundred thousand dollars and zero cents (\$100,000.00) to Defendant Global Energy Producers, LLC, specifically noting on the memo line that the funds represented a loan to the Defendants and that it was to be repaid in two months. *See Exhibit "A."*

57. Defendants accepted the funds on the agreed upon terms and the funds were deposited into Defendant GEP's account. *See Exhibit A.*

58. Nevertheless, on December 1, 2018, Defendants failed or refused to repay the funds to Plaintiff and have wrongfully retained the funds.

59. Accordingly, Plaintiff has conferred a benefit on the Defendants, which have knowledge thereof.

60. Defendants voluntarily accepted and retained the benefit conferred.

61. The circumstances render Defendants' retention of the benefit inequitable unless Defendants repay Plaintiff the value of the benefit.

WHEREFORE, Plaintiff, FELIX VULIS, demands judgment against Defendants, IGOR FRUMAN, LEV PARNAS, DAVID CORREIA, and GLOBAL ENERGY PRODUCERS, LLC, for (a) money damages, (b) court costs, (c) pre- and post-judgment interest, and (d) any such other and further relief as this Honorable Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues to triable.

Dated: March 15, 2019.

Respectfully submitted,
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EXHIBIT "A"

