

FLORIDA MAG ENTERPRISES,
INC. d/b/a GRIECO MAZDA OF
DELRAY BEACH

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

CIVIL DIVISION

CASE NO.

Plaintiff(s),
vs.

MALACHI A. LOVE-ROBINSON

Defendant(s).

_____ /

COMPLAINT

COMES NOW the Plaintiff, FLORIDA MAG ENTERPRISES, INC., a Florida corporation d/b/a GRIECO MAZDA OF DELRAY BEACH, by and through the undersigned counsel and hereby sues the Defendant, MALACHI A. LOVE-ROBINSON, and alleges as follows:

General and Jurisdictional Allegations

1. This is an action for damages in excess of \$5,000.00 but less than \$15,000.00, exclusive of interest, attorney's fees and costs and is properly within the jurisdiction of this Court.
2. Plaintiff, Florida Mag Enterprises, Inc., is a Florida corporation organized and existing under the laws of the State of Florida with its principal place of business in Palm Beach County, Florida and doing business as Grieco Mazda of Delray Beach.
3. The Defendant, Malachi A. Love-Robinson, is an individual sui juris and a resident of Palm Beach County, Florida.
4. At all times material hereto the actions upon which this cause is based took place in Palm Beach County, Florida.
5. All conditions precedent to the bringing of this action have occurred or have

otherwise being waived.

6. The Plaintiff has retained the law firm of Quinton & Paretti, P.A. as its attorneys in this cause and has agreed to pay said attorneys a reasonable attorney's fee for such representation.

COUNT I - Breach of Contract

7. This is an action for damages for damages based upon breach of contract.

8. Plaintiff realleges the allegations contained in paragraphs 1 through 6 as if fully set forth herein.

9. On June 11, 2015 the Defendant entered into a Written Retail Buyer's Order for the purchase of that certain new 2016 Mazda 6, VIN: #JM1GJ1V55G1421030 for the purchase price of \$27,070.09. A copy of the Written Retail Buyer's Order is attached hereto as Plaintiff's **Exhibit 1**.

10. Pursuant to the terms and conditions of the Written Retail Buyer's Order [Exhibit 1] Defendant was required to pay, upon taking delivery of the subject vehicle, the sum of \$1,800.00 and the balance to be paid by Defendant through a third party finance source.

11. On June 11, 2015 the Defendant took delivery of the 2016 Mazda 6 and tendered a check drawn on Wells Fargo dated June 11, 2015 payable to the order of Plaintiff in the amount of \$1,800.0.

12. After taking delivery Plaintiff sought to negotiate the check tendered by Defendant, however, payment was refused and the check was ultimately returned by Defendant's financial institution for account closed. A copy of the check is attached hereto as Plaintiff's **Exhibit 2**.

13. Upon learning that the check was indeed non-negotiable Plaintiff contacted Defendant and made demand for payment of the sum of \$1,800.00, however, Defendant has failed and otherwise refused to do so.

14. That Defendant's failure to pay the amounts due and owing constitutes a breach of the Written Order for a Motor Vehicle [Exhibit 1].

15. As a result of the Defendant's breach, the Plaintiff has been damaged.

WHEREFORE, Plaintiff, FLORIDA MAG ENTERPRISES, INC., a Florida corporation d/b/a GRIECO MAZDA OF DELRAY BEACH, respectfully request this Honorable Court enter judgment against the Defendant, MALACHI A. LOVE-ROBINSON, for damages in the amount of \$1,800.00, prejudgment interest, attorney's fees pursuant to Florida Statutes §57.105 and contract and court costs and for any further relief which this Court may deem just and appropriate.

COUNT II - Bad Check

16. This is an action for damages for damages based upon a bad check.

17. Plaintiff realleges the allegations contained in paragraphs 1 through 6 as if fully set forth herein.

18. On June 11, 2015 Defendant executed a written order in the amount of \$1,800.00 commonly called a check, a copy being attached hereto as Plaintiff's **Exhibit 2**, payable to the order of the Plaintiff and delivered it to the Plaintiff.

19. The check was presented for payment to the drawee bank but payment was refused.

20. The Plaintiff sent written notice to Defendant that the check had not been honored by the drawee bank and demanded that Defendant pay Plaintiff pursuant to the applicable Florida Statute.

21. The Plaintiff has waited the full thirty days under the statute and has received no payment from the Defendant regarding the dishonored check and is now entitled to damages pursuant to Florida Statute §832.07 in addition to other damages as specifically provided for in Florida Statute §68.065.

22. The Defendant owes the Plaintiff \$7,200.00 that is due with interest from the date of the check.

WHEREFORE, Plaintiff, FLORIDA MAG ENTERPRISES, INC., a Florida corporation d/b/a GRIECO MAZDA OF DELRAY BEACH, demands judgment against the Defendant, MALACHI A. LOVE-ROBINSON, for damages in the amount of \$7,200.00, prejudgment interest, attorney's fees, court costs and for any further relief which this Court may deem just and appropriate.

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By: 

KENNETH L. PARETTI, ESQUIRE
Florida Bar No. 779301

DEAL# 175934
CUST# 209267

GRIECO MAZDA of Delray Beach

2001 South Federal Hwy.
DELRAY BEACH, FL 33483
Phone (561) 278-7800 Fax (561) 272-1159
www.griecomazdadelray.com

DATE 06/11/2015

RETAIL BUYER'S ORDER

CUSTOMER		DOB		CO-CUSTOMER		DOB	
MALACHI LOVE-ROBINSON				N/A		N/A	
ADDRESS		CITY		STATE		ZIP	
1209 NORTH AUSTRALIAN AVENUE		WEST PALM BEACH		FL		33401	
PHONE		WORK PHONE		HOME PHONE		WORK PHONE	
161541971720		DRLOVEROBINSON@GMAIL.COM		5614804506		N/A	
STOCK NO.		YEAR		NEW		USED	
H66126		2010		XX			
VIN		MAZDA		MAZDA		6	
JM1GJ1V55G1421030							

NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE		PURCHASE INFORMATION	
This new, demonstrator or executive vehicle is sold AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. The only warranties applying to this vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available "Warranty Pre-Sale Information" as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.		Cash Price of Vehicle	
Customer: N/A		23300.00	
Customer: N/A		Accessories	
		N/A	
		N/A	
		N/A	
		N/A	

USED VEHICLE DISCLOSURE		Subtotal	
This used vehicle has been previously driven by others and Dealer has not made any representation regarding the vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to do so. Customer may also make arrangements to have the vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so; and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this vehicle is sold "AS IS and WITH ALL FAULTS," without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the vehicle. The information you see on the window form for this vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.		23300.00	
The vehicle was previously a _____ (enter short-term rental, taxicab, police vehicle, manufacturer buy-back, rebuilt, glider kit, replica or flood vehicle)		Less Pre-owned Allowance &/or Discount	
Customer: _____		N/A	
Customer: _____		Net Difference	
THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.		23300.00	
Customer: _____		Prodelivery Service Fee	
Customer: _____		799.00	
GUIDA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.		Electronic Registration Filing Fee	
		23.00	
		24.95	
		These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles and preparing documents related to the sale.	
		Lead Acid Battery Fee	
		1.50	
		Florida New Tire Fee (\$1.00 per tire)	
		5.00	
		Subtotal	
		24153.45	
		Sales Tax 6.0000	
		1461.15	
		County Tax	
		N/A	
		Lemon Law - Warranty Enforcement Act (New cars only)	
		2.00	
		Florida Title, Registration and License Fees (New Trans _____)	
		425.00	
		DOC STAMPS	
		88.55	
		Trade Pay-off / Balance on Prior Lease	
		N/A	
		Subtotal	
		26172.09	
		Motor Vehicle Service Contract	
		N/A	
		Vehicle Maintenance Agreement	
		699.00	
		IAS	
		199.00	
		Sales Tax on Other Benefits	
		41.94	
		GRAND TOTAL	
		27070.09	

TRADE-IN 1		Rebate	
<input type="checkbox"/> Private Trade <input type="checkbox"/> Lease Walk Away		N/A	
Year N/A Make N/A Model N/A Color N/A		Cash (Receipt # _____)	
VIN N/A Mileage N/A		1800.00	
1st Lien to: N/A Amount N/A Good Thru		Total Cash Down	
2nd Lien to: N/A Amount N/A Good Thru		1800.00	
Authorized by: _____		BALANCE DUE ON DELIVERY	
		25270.09	

TRADE-IN 2		FINANCING NEGOTIATION / APPROVAL	
<input type="checkbox"/> Private Trade <input type="checkbox"/> Lease Walk Away		Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank / finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell the RISC to a financial institution on terms of no less than face value (these acts shall be collectively referred to as "Financing Approvals"). Dealer's right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the vehicle prior to Dealer's obtaining the Financing Approvals, Customer understands and acknowledges that pending the Financing Approvals, delivery of the vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. Additionally, the obtaining of the Financing Approvals is a condition subsequent to the enforcement and validity of the RISC, which, at Dealer's option, shall be deemed null and void if each condition subsequent is not met. If the RISC contains a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, and that provision is duly completed and executed, then the condition subsequent described in this section shall not apply. If the RISC does not contain a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals, or if it contains such a provision, but it is not duly completed and executed or is designated in some manner as inapplicable, then this section in this Order shall apply, govern and control.	
Year N/A Make N/A Model N/A Color N/A			
VIN N/A Mileage N/A			
1st Lien to: N/A Amount N/A Good Thru			
2nd Lien to: N/A Amount N/A Good Thru			
Authorized by: _____			

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) it has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, the Financing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.	
Customer: N/A	
Customer: N/A	

ARBITRATION AND LIMITATION ACKNOWLEDGEMENTS	
The parties agree to submit all claims to binding arbitration as set forth in paragraph H on the reverse side. Customer has read and understands paragraph H. In a dispute between the parties, Customer shall not be entitled to recover from Dealer any special damages, consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages, including, but not limited to, vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document. The Deposit will serve to hold the Vehicle from sale to another for 14 hours from this date.	
Customer: _____	
Customer: _____	

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE FRONT AND REVERSE OF THIS ORDER. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, THIS REPRESENTS THE ENTIRE ORDER AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS ORDER. FURTHER, THIS ORDER IS NOT BINDING UNTIL EXECUTED BY DEALER'S MANAGER. CUSTOMER HEREBY RELEASES AND AGREES THAT ALL INFORMATION PROVIDED TO DEALER IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL PROVISIONS OF THE FORMS AND THE WARRANTY STATEMENT.

Customer's Signature

Co-Customer's Signature

Manager

Date 06/11/2015

FAD-604-002 (U)

EXHIBIT
1

MALACHI A LOVE-ROBINSON 1209 N AUSTRALIAN AVE WEST PALM BEACH, FL 33411-3119		FL Lic# L161-S41-97-D-0-176 6/11/15		63751031 10948 63228291	
Pay to the Order of <u>Grieco Mazda</u>		1 \$1,800.00			
<u>One Thousand eight hundred dollars</u>		D			
D-175934 C-209267		down payment			
[Redacted]		[Redacted]			
Seq: 1 Dep: 001233 Date: 06/15/15		For Deposit only to: Florida Mag Enterprises, Inc. Florida Mag Enterprises Inc Dba Gri DeLay Deposited by: null			

EXHIBIT 2