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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

JENELLE BENTLEY,

Plaintiff

CASE NO.:

vs.

BRAMAN AUTOMOTIVE, INC.
D/B/A AUDI OF WEST PALM BEACH

Defendant.

VERIFIED COMPLAINT

COMES NOW, Plaintiff, Jenelle Bentley, by and through its undersigned counsel, and sues the Defendant BRAMAN AUTOMOTIVE, INC D/B/A AUDI OF WEST PALM BEACH, "Defendant", and hereby states:

JURISDICTION AND VENUE

1. This is a claim for more \$30,000.
2. Plaintiff Jenelle Bentley resides in Palm Beach County, Florida.
3. Defendant is a Florida for profit corporation with its principal 2101 Okeechobee Boulevard West Palm Beach, FL 33409.
4. The work giving rise to the cause of action was done at Defendant's dealership, 2101 Okeechobee Boulevard West Palm Beach, FL 33409, by agents of the Defendant in Palm Beach County and the cause of action arose therein.

GENERAL ALLEGATIONS

5. On August 5, 2020 the Plaintiff's boyfriend, Nicholas Bedasse brought her 2013 Audi S6 to the dealership (hereinafter referred to as "vehicle") for a full inspection and oil change and there were no issues.
6. On November 23, 2020, Nicholas Bedasse brought the vehicle in for an oil change and inspection. The vehicle was functioning well and there were no issues.
7. When Nicholas Bedasse came to pick up the vehicle, he received a service invoice stating there were no issues with the car. However, less than five minutes after he pulled out of the dealership the vehicle was sluggish and the electronic power control light came on.
8. Nicholas Bedasse, within five minutes of taking possession of the vehicle, noticed there was an issue and texted Mr. Miranda, an agent for the Defendant, on how to address the issue.
9. Mr. Miranda advised Nicholas Bedasse return the vehicle to the dealership.
10. About thirty minutes after texting the Defendant's employee and upon arrival back at the dealership, Mr. Miranda and Ms. Rodriguez, both agents of the Defendant, did a brief test and reached the conclusion that the turbos were blown.
11. After hearing that the vehicle that had been under Defendant's care was severely damaged, Nicholas Bedasse asked to see a Shop Manager or Service Manager. His request was denied and he was brisked out of the dealership with a loaner car and a promise that someone would address the severely damaged vehicle.

12. On December 3, 2020, Nicholas Bedasse went back to the dealership to ascertain the situation regarding the vehicle because none of the Defendant's agents got back to him.
13. Ms. Rodriguez informed Nicholas Bedasse that the Service Manager was not in that day, but to replace the turbos would cost \$11,000 not including labor.
14. The very next day, Ms. Rodriguez called Nicholas Bedasse to tell him that Audi of West Palm Beach would not be responsible for any of the repairs and that he should return the loaner.
15. On December 8, 2020, Nicholas Bedasse returned the loaner and spoke with the Service Manager, who callously dismissed his concerns and only offered a twenty percent discount to repair the vehicle that Defendant broke.
16. On December 10, 2020, Nicholas Bedasse came back to the dealership to pick up his vehicle, where he was met by Ms. Rodriguez's veiled attempt to get him to sign a form releasing the Defendant from the damages caused to the vehicle.
17. Nicholas Bedasse had the vehicle towed to Foreign Affairs, European Automotive shop where they performed an inspection. They provided an estimate for repairs to the vehicle to be \$44,970.36.
18. Due to Defendant's mishandling of Plaintiff's vehicle, Plaintiff suffered damages in the amount of \$44,970.36 estimated repair cost, loss of use, as well as the inconvenience of having to repeatedly try to repair the vehicle.

COUNT 1
BREACH OF CONTRACT

19. Plaintiff readopts, realleges, and reincorporates paragraphs 1 through 18 as

if fully restated herein.

20. Plaintiff and Defendant entered into an agreement to provide a routine oil change and inspection for the vehicle.
21. Defendant committed a material breach of the contract by damaging the vehicle's engine, most likely by allowing for oil starvation, improper replacement of oil filter, metal shavings or scrap into the engine while changing the oil.
22. Plaintiff suffered damages, and continues to suffer damages caused by defendant's breach, including the estimate cost of \$44,970.36 to repair the vehicle, loss of use, expenses, and costs of attorney's fees.
23. Plaintiff is entitled to attorney's fees under Florida Statutes 559.921 (1), "**Any customer injured by a violation of this part may bring an action in the appropriate court for relief. The prevailing party in that action may be entitled to damages plus court costs and reasonable attorney's fees.**", as Defendant's agents misrepresented repairs have been made to the vehicle 559.920(3), "**(3) Misrepresent that repairs have been made to a motor vehicle**", when they destroyed the vehicle's turbos during the oil change.

WHEREFORE Plaintiff demands consequential and incidental damages in an amount to be determined at trial, costs, and attorney's fees, and such other further relief as the court deems just and proper.

COUNT II

NEGLIGENCE

24. Plaintiff readopts, realleges, and reincorporates paragraphs 1 through 18 as if fully restated herein.
25. Plaintiff and Defendant entered into an agreement to provide a routine oil change and inspection for the vehicle.
26. The Defendant had a duty to maintain a professional standard of care in servicing the vehicle.
27. The Duty was breached when Defendant's agents damaged the vehicle and destroyed the engine.
28. The Defendant's actions were the direct cause of vehicle's loss of engine.
29. Upon information and belief Defendant introduced oil starvation, improper replacement of oil filter, metal shavings and other foreign objects into the vehicles engine during the oil change causing the engine to be destroyed almost immediately upon leaving the dealership.
30. The Defendants agents' negligent actions were the direct cause of the vehicle's engine loss.
31. The Plaintiff has an estimated loss of \$44,970 before the vehicle can be brought to good working order.
32. Plaintiff has been damaged in the amount of \$44,970 **Exhibit A**, plus loss of use and depreciation in value as a result in the car needing a major repair, expenses, and attorney's fees.

WHEREFORE Plaintiff demands consequential and incidental damages in an amount to be determined at trial, costs, and attorney's fees, and such other further relief as the court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing Complaint, and all the facts alleged therein are true and correct to the best of my/our knowledge and belief.

Executed on this 22nd day of March, 2021.


Jenelle Bentley

By: /s/ Neil B. Tygar
Neil Tygar
Executive Square Plaza
5341 West Atlantic Avenue, Suite 303
Delray Beach, FL 33484
561-455-0280 Phone
561-305-5214 Cellular Phone
561-455-0281 Fax
Florida Bar No. 0911100
Primary E-Mail Address: ntygar@me.com
Secondary E-Mail neiltygarlaw@gmail.com

Exhibit "A"

NOT A CERTIFIED COPY



FOREIGN AFFAIRS

European
automotive
shop

1881 N Military Trail
West Palm Beach, FL 33409
(561) 478-9999 - Fax: (561) 689-7000
TRULY COMMITTED TO YOU & YOUR EUROPEAN CAR.
BAR# MVD1777
email: service@foreignaffairsauto.com
Service Department Hours 8:00 a.m. to 5 p.m. Monday - Friday
8 a.m. to 12:00 p.m. Saturday

Repair Order #0018909

12/14/2020
9:07 am

2013 AUDI S6
V8-3993 4.0L DOHC
VIN : WAUJ2AFC1DN083384
Mileage : In 98939 Out
Trans : AUTO
License : IU19HD
Colr : BLACK

BEDASSE, NICOLAS
1078 CRASSULA CRT APT A
WELLINGTON, FL 33414-
Home:(561) -
Cell:(561) 358-3955

Your Service Writer Today Is: CHRIS BOOK

Technician	Service Description	Parts	Labor	Job Total
Estimate/Diagnostic Fee: \$ _____ /Or Hourly at \$ _____ Per Hour		Proposed Completion Date: _____		

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

I REQUEST A WRITTEN ESTIMATE.

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COST DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____

*Supply Charge - "This charge represents costs & profits to the motor repair facility for miscellaneous shop supplies or waste disposal." [s. 669.904(4)]
The state of Florida mandates a \$1.00 fee be collected for each new tire sold, [s.403.718], and \$1.50 fee for each new or remanufactured battery sold. [s.403.7185]*

I DO DO NOT request the return of parts replaced, excluding warranty and exchange parts.

Initials X _____

A \$20.00 per day storage charge will apply to all vehicles left over three (3) days after notification that work has been completed or authorization has been declined.

*U/Used R/Rebuilt RC/Reconditioned
NC/No Chg/Warranty RD/Reduced

Intended Payment Method
Cash _____ Credit Card _____
Check _____ Other _____

Labor Charges Based On:
Flat Rate _____ Hourly Rate _____
Both Apply _____

Additional Person Permitted to Authorize Repairs:

Name: _____ Phone Number: _____

An express mechanic's lien is granted to secure the amount of repairs. Customer agrees to pay all the costs of collection or litigation.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss and/or damages to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delay in parts shipments by the supplier. I hereby grant you and/ or all employees of Foreign Affairs Auto, Inc. permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/ or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the said products. Any limitation contained herein does not apply where prohibited by law.

Customer Signature: _____

Date: _____

TOTAL PARTS	\$34,279.37
TOTAL LABOR	\$7,749.00
SUBLET	\$0.00
JOB SUPPLY	\$0.00
SUBTOTAL	\$42,028.37
OTHER FEES	\$0.00
SALES TAX	\$2,941.99
ESTIMATE TOTAL	\$44,970.36



This Is Not An Invoice. Do Not Pay From This Document.