

IN THE CIRCUIT COURT OF THE  
15<sup>TH</sup> JUDICIAL CIRCUIT IN AND  
FOR PALM BEACH COUNTY, FLORIDA

**CASE NO.:**

HENRY A. SEIDEN,

Plaintiff,

vs.

TESLA, INC.,  
a foreign corporation

Defendant.

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**COMPLAINT FOR DAMAGES, EQUITABLE RELIEF  
AND DEMAND FOR JURY TRIAL**

Plaintiff Henry A. Seiden ("Plaintiff") sues Defendant Tesla, Inc., a foreign corporation, for damages and equitable relief and states:

**JURISDICTION AND IDENTIFICATION OF THE PARTIES**

1. This is an action for damages in excess of FIFTY THOUSAND (\$50,000.00) Dollars, the minimum jurisdictional requirements of this Court, exclusive of fees and costs, and for damages and equitable relief under Fla. Stat. § 681.112(1).

2. At all times material hereto, Plaintiff Henry A. Seiden was and is a resident of Delray Beach, Palm Beach County, Florida, and a citizen of the State of Florida.

3. At all times material hereto, Defendant Tesla, Inc. ("Defendant") was and is a motor vehicle manufacturer which maintained an office for the transaction of its customary business in Palm Beach County, Florida.

4. Plaintiff is a consumer who purchased a 2024 Cybertruck, VIN#: 7G2CEHED8RA013399 (“the Cybertruck”), from Tesla Florida, Inc., on or about June 30, 2024.

5. At all times material hereto, Defendant was manufacturer of the Cybertruck for which it furnished warranties to Plaintiff and other consumers.

6. All acts complained of occurred in Palm Beach County, Florida.

7. All conditions precedent to the filing of this action have occurred, been excused and/or waived by Defendant.

**COUNT I – CLAIM FOR BREACH OF CONTRACT**

8. Plaintiff sues Defendant for breach of contract, adopts paragraphs 1-7 as if set forth herein and further states:

9. On or about September 26, 2024, Plaintiff filed for arbitration through Defendant’s selected state-certified National Center for Dispute Settlement’s (NCDS) Automotive Warranty Arbitration program per Chapter 681, Florida Statutes (also known as Florida’s Lemon Law), because Defendant’s manufactured 2024 Cybertruck was defective due to an irreparable water leak.

10. At all times material hereto, Albert Pena, Defendant’s authorized agent located in West Palm Beach, Palm Beach County, Florida, communicated with Plaintiff on behalf of Tesla regarding settlement of Plaintiff’s aforesaid NCDS arbitration claim made under Florida’s Lemon Law.

11. On October 4, 2024, Plaintiff and Defendant entered into a contractual settlement agreement in Palm Beach County, Florida through the Florida-certified NCDS program selected by Defendant as part of Florida Lemon Law procedures under Chapter

681, Florida Statutes. In said contractual settlement agreement, Plaintiff and Defendant agreed in Palm Beach County that Defendant would repurchase Plaintiff's Cybertruck within 30 days through the following payment determination [See attached Ex. A and B]:

<b>Loan Payoff</b>	<b>\$55,819.38</b>
Down Payment	\$51,442.33
Monthly Payments:	\$2,895.12
Wrap Purchase	\$8,025.00
Deduction: Mileage/Usage	(\$900.46)
<b>Total Repurchase Value</b>	<b>\$117,281.37</b>
<b>Funds Back To Customer</b>	<b>\$61,461.99</b>

12. On or about October 7, 2024, NCDS approved the aforesaid settlement, gave notice to Defendant to comply with the settlement agreement within 30 days of the October 4, 2024 settlement date and closed the parties' NCDS arbitration dispute. [See attached Exhibit C].

13. On or about October 29, 2024, Plaintiff gave Florida's Office of the Attorney General notice of the NCDS-approved settlement with Defendant per Fla. Stat. § 681.108(3). [See attached Ex. D].

14. On or about November 2, 2024, Plaintiff delivered the aforesaid Cybertruck to Defendant's facility at 3000 S. Federal Highway, Delray Beach, Florida.

15. On or about November 4, 2024, Defendant materially breached its NCDS settlement agreement with Plaintiff, which was contractual and had a fixed time for

performance, by failing and refusing to make payment to Plaintiff and/or Plaintiff's lienor within 30 days and/or at all.

16. On or about November 4, 2024, Plaintiff notified Defendant of breach of contractual settlement agreement via email.

17. As a direct and proximate result of Defendant's breach of its contractual settlement agreement with Defendant, Plaintiff sustained loss of \$117,281.37, loss of funds, loss caused by additional loan payments, loss caused by additional loan interest, loss caused by additional insurance premiums, credit impairment, towing charges and storage charges.

WHEREFORE, Plaintiff demands judgment against Defendant for pecuniary damages, compensatory damages, interest, costs and demands a trial by jury for all issues so triable as of right by a jury.

**COUNT II – CLAIM FOR DAMAGES AND EQUITABLE RELIEF FOR VIOLATION OF FLA. STAT. §§ 681.112(1)**

18. Plaintiff sues Defendant for violation of Fla. Stat. § 681.112(1), adopts paragraphs 1-7 as if set forth herein and further states:

19. At all times material hereto, Fla. Stat. § 681.115 provided: "Any agreement entered into by a consumer that waives, limits, or disclaims the rights set forth in this chapter, or that requires a consumer not to disclose the terms of such agreement as a condition thereof, is void as contrary to public policy. The rights set forth in this chapter shall extend to a subsequent transferee of such motor vehicle."

20. At all times material hereto, Fla. Stat. § 681.112(1) provided: "A consumer may file an action to recover damages caused by a violation of this chapter. The court shall

award a consumer who prevails in such action the amount of any pecuniary loss, litigation costs, reasonable attorney's fees, and appropriate equitable relief.”

21. Plaintiff is a consumer who purchased the aforesaid Cybertruck from Tesla Florida, Inc., on June 30, 2024.

22. On or about September 26, 2024, Plaintiff filed for arbitration through Defendant's selected state-certified National Center for Dispute Settlement's (NCDS) Automotive Warranty Arbitration program per Chapter 681, Florida Statutes (also known as Florida's Lemon Law), because the aforesaid 2024 Cybertruck was defective due to a water leak.

23. On October 4, 2024, Plaintiff and Defendant entered into a contractual settlement agreement in Palm Beach County, Florida, through the Florida-certified NCDS program selected by Defendant as part of Florida Lemon Law procedures under Chapter 681, Florida Statutes. In said contractual settlement agreement through NCDS arbitration, Defendant Tesla agreed in Palm Beach County to repurchase Plaintiff's Cybertruck, , within 30 days. [See attached Ex. A and B]:

24. On or about October 7, 2024, NCDS approved the aforesaid settlement, gave notice to Tesla to comply with the settlement agreement within 30 days of the October 4, 2024 settlement date and closed the parties' NCDS arbitration dispute. [See attached Exhibit C].

25. On or about October 29, 2024, Plaintiff gave notice of the NCDS-approved settlement to Florida's Office of the Attorney General per Fla. Stat. § 681.108(3). [See attached Ex. D].

26. On or about October 29, 2024 and November 2, 2024, Plaintiff delivered the Cybertruck to Defendant's facility at 3000 S. Federal Highway, Delray Beach, Florida.

27. On or about October 29, 2024 and thereafter, Defendant materially violated Fla. Stat. §§ 681.115 and 681.112(1) by refusing to repurchase and accept Plaintiff's delivery of the Cybertruck because Plaintiff refused to sign a document (hereinafter referred to as "the Tesla Release"), which was not part of the settlement agreement, that invalidated the NCDS/Florida Lemon Law settlement agreement by supersession and required Plaintiff to waive, limit or disclaim his rights under Chapter 681, Florida Statutes. [See attached Exhibit E].

28. At all times material hereto, the Tesla release was not a part of the contractual settlement agreement between Plaintiff and Defendant and violated Fla. Stat. §§ 681.115 and 681.112(1) because it invalidated Plaintiff's Florida Lemon Law settlement obtained through NCDS arbitration, removed the parties' 30-day settlement compliance period and required Plaintiff to waive, limit or disclaim his Florida Lemon Law rights in order for Tesla to repurchase the Cybertruck.

29. At all times material hereto, the Tesla release was contrary to public policy per Fla. Stat. § 681.115 because it invalidated Plaintiff's Florida Lemon Law settlement obtained through NCDS arbitration, removed the parties' 30-day settlement compliance period and required Plaintiff to waive, limit or disclaim his Florida Lemon Law rights in order for Tesla to repurchase the Cybertruck.

30. As a direct and proximate result of Defendant's aforesaid violations of Fla. Stat. §§ 681.115 and 681.112(1), Plaintiff sustained loss of \$117,281.37, loss of funds, loss

caused by additional loan payments, loss caused by additional loan interest, loss caused by additional insurance premiums, credit impairment, towing charges and storage charges.

31. As a direct and proximate result of Defendant's aforesaid violations of Fla. Stat. §§ 681.115 and 681.112(1), Plaintiff has incurred, and is entitled to, attorney's fees and costs as a result of Defendant's violations of Fla. Stat. §§ 681.115 and 681.112(1).

32. As a direct and proximate result of Defendant's aforesaid violations of Fla. Stat. §§ 681.115 and 681.112(1), Plaintiff is entitled to equitable relief of Defendant's repurchase of the Cybertruck without Plaintiff signing Tesla's release document or other like documents which are contrary to public policy.

WHEREFORE, Plaintiff demands judgment against Defendant for pecuniary damages, compensatory damages, interest, costs, attorney's fees, equitable relief by requiring Defendant's repurchase of the Cybertruck without Plaintiff signing the Tesla release document and a trial by jury for all issues so triable as of right by a jury.

DATED: November 5, 2024

SEIDEN LAW  
*Attorneys for Plaintiff*  
6274 Linton Blvd, Suite 103  
Delray Beach, Fl. 33401  
Ph.: (561)833-8988  
Email: service@BeenThereWonThat.com

By /s/ Henry A. Seiden  
HENRY A. SEIDEN, ESQ.  
Fla. Bar No. 436763



IN THE MATTER OF

Henry Seiden

Customer  
and

Tesla

Manufacturer

Case # TES240417

17 Digit VIN# 7G2CEHED8RA013399

Current Unresolved Problem(s) Pending service concerns – water leak in trunk bed.

Customer/Manufacturer Settlement Agreement

It is Agreed: Claimant and manufacturer have reached agreement. Tesla has without admitting any liability agreed to the claimant's desired resolution. Tesla offered to repurchase the customer's vehicle on 10/4/2024.

Manufacturer shall have 30 days to comply with this agreement. (unless otherwise noted compliance date is (30) thirty days)

OWNER TO CHECK:

I am satisfied with the above handling or proposed resolution of my complaint(s) and request my case be closed by NCDS. However, I understand that I may file a new case if I am dissatisfied with the Manufacturer's eventual performance pursuant to this Agreement.

*na*

10/04/24

Customer

Date

*Abner Pena*

10/4/2024

Manufacturer

Date

**EXHIBIT A**

RE: Henry Seiden - 7G2CEHED8RA013399

From Abner Pena <abpena@tesla.com>  
Date Mon 10/28/2024 8:42 AM  
To Service@BeenThereWonThat.com <service@beentherewonthat.com>

Hello Mr. Seiden,

Please see updated repurchase offer accounting for additional loan payment made.

The storage fee is not refunded as part of the vehicle repurchase.

Name: Henry Seiden	
VIN#: 7G2CEHED8RA013399	
Delivery Date: Jun 30, 2024	
Order Type: Lending	
Loan Payoff	\$55,819.38
Down Payment	\$51,442.33
Monthly Payments:	\$2,895.12
Wrap Purchase	\$8,025.00
Deduction: Mileage/Usage	(\$900.46)
<b>Total Repurchase Value</b>	<b>\$117,281.37</b>
<b>Funds Back To Customer</b>	<b>\$61,461.99</b>

A check will not be available at the time of surrender.

Customer refund check will be mailed out 7-10 days after surrender is completed.

Local team is prepared to complete the vehicle surrender at your earliest convenience.

Thanks,  
**Abner Peña** | Business Resolution Partner |  
[Submit a new BR Case](#) [Guide to BR and Escalation Cases](#) [Guide to Service Documentation](#) [Service Pay Types](#) [Goodwill Policy](#) [Warranty Booklet](#) [Vehicle Warranty](#)  
[Service Documentation & Bulletins](#)



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**National Center for Dispute Settlement**

12400 Coit Road, Suite 1230  
Dallas, TX 75251  
(800) 777-8119  
(972) 807-3907  
Fax: (972) 807-9919

October 7, 2024

Henry Seiden  
16142 Via Monteverde  
Delray Beach, FL 33446

**RE: CASE #: TES240417 / VIN: 7G2CEHED8RA013399**

Dear Henry Seiden:

This letter confirms Tesla Motors' communication with NCDS on 10/07/2024, in which you stated you have reached a settlement with the Manufacturer for a Repurchase.

The Manufacturer shall have 30 days, unless otherwise noted, from the date of settlement in which to comply with this decision.

Although your arbitration dispute will be closed as a settlement, NCDS will follow-up approximately ten (10) days after the compliance deadline regarding the Manufacturer's compliance with the settlement.

If you have any additional questions, please do not hesitate to contact us.

Sincerely,

NCDS

Alexis Young  
Case Administrator  
ayoung@ncdsusa.org  
(972) 942-0151

cc: Tesla Motors

**EXHIBIT C**

Via U.S. Mail and emailed to [oag.lemonlaw.tlh@myfloridalegal.com](mailto:oag.lemonlaw.tlh@myfloridalegal.com)

October 29, 2024

Office of the Attorney General  
Lemon Law Research Unit  
The Capitol, PL-01  
Tallahassee 32399-1050

Re: Florida Lemon Law Notice to Tesla  
Cybertruck VIN 7G2CEHED8RA013399

Dear Attorney General:

The above-referenced matter between undersigned Henry A. Seiden (“Seiden”) and Tesla Inc. (“Tesla”) regarding Seiden’s Cybertruck being repurchased by Tesla was accepted for arbitration by the National Center for Dispute Settlement LLC (“NCDS”), Tesla’s state-certified arbitrator for vehicles purchased after November 1, 2022.

Pursuant to Fla. Stat. § 681.108(3), this letter serves as notice to the Florida Office of Attorney General that Seiden and Tesla reached a settlement on October 4, 2024 wherein Tesla agreed to Seiden’s demand that Tesla repurchase the above-referenced Cybertruck (see attached copy of referenced settlement agreement):

- (a) Name and address of the consumer: Henry A. Seiden, 16142 Via Monteverde, Delray Beach, FL 33446;
- (b) Name of the manufacturer and address of the dealership from which the motor vehicle was purchased: Tesla. Said Cybertruck purchased on June 30, 2024 from Tesla dealership at 2829 N. Federal Highway, Fort Lauderdale, FL 33306;
- (c) Date the claim was received and the location of the procedure office that handled the claim: NCDS’ Automotive Warranty Arbitration program located at 12400 Coit Road, Suite 1230 Dallas, TX 75251 received Seiden’s Claim for Arbitration on September 26, 2024
- (d) Relief requested by the consumer: Repurchase of vehicle;

(e) Name of each decisionmaker rendering the decision or person approving the settlement: Abner Pena for Tesla and Henry A. Seiden for Seiden.

(f) Statement of the terms of the settlement or decision: Tesla's repurchase of aforementioned Cybertruck within 30 days as follows:

Loan Payoff	\$55,819.38
Down Payment	\$51,442.33
Monthly Payments:	\$2,895.12
Wrap Purchase	\$8,025.00
Deduction: Mileage/Usage	(\$900.46)
<b>Total Repurchase Value</b>	<b>\$117,281.37</b>
<b>Funds Back To Seiden</b>	<b>\$61,461.99</b>

(g) Date of the settlement or decision: October 4, 2024; and

(h) Statement of whether the decision was accepted or rejected by the consumer. Accepted by Seiden.

Very truly yours,



Henry. A. Seiden

CC: Abner Pena for Tesla via email to [abpena@tesla.com](mailto:abpena@tesla.com)



**National Center for Dispute Settlement**

12400 Coit Road, Suite 1230  
Dallas, TX 75251  
(800) 777-8119  
(972) 807-3907  
Fax: (972) 807-9919

October 7, 2024

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16142 Via Monteverde  
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Although your arbitration dispute will be closed as a settlement, NCDS will follow-up approximately ten (10) days after the compliance deadline regarding the Manufacturer's compliance with the settlement.

If you have any additional questions, please do not hesitate to contact us.

Sincerely,

NCDS

Alexis Young  
Case Administrator  
ayoung@ncdsusa.org  
(972) 942-0151

cc: Tesla Motors



IN THE MATTER OF

Henry Seiden

Customer  
and

Tesla

Manufacturer

Case # TES240417

17 Digit VIN# 7G2CEHED8RA013399

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OWNER TO CHECK:

I am satisfied with the above handling or proposed resolution of my complaint(s) and request my case be closed by NCDS. However, I understand that I may file a new case if I am dissatisfied with the Manufacturer's eventual performance pursuant to this Agreement.

*na*

Customer

10/04/24

Date

*Abner Pena*

Manufacturer

10/4/2024

Date

10/18/2024

Customer(s): HENRY ARNOLD SEIDEN (individually "you")  
16142 VIA MONTEVERDEDELRAY BEACH, FL 33446 US  
Vehicle Identification Number (VIN) 7G2CEHED8RA013399 ("Vehicle")

This confirms that you agree to a repurchase of your Vehicle by Tesla, Inc. ("Tesla") subject to the terms herein. You will return the Vehicle to Tesla with clear and unencumbered title, except any lien or lease to be paid by Tesla, if applicable. You agree that Tesla may deduct from any payment to you the cost to repair any damage beyond normal wear and tear and you will complete documents Tesla provides to you to transfer the Vehicle to Tesla.

After the surrender of the Vehicle, the Vehicle will be repurchased for a total amount of \$117,281.37, subject to the above. Of the total amount, Tesla will pay \$55,819.38 directly to the Vehicle's lienholder with the remaining balance of \$61,461.99 to be paid directly to you, provided the former amount is the full payoff amount of any and all liens on the Vehicle. You must continue to pay your monthly loan payments in full until the lien is paid off by Tesla.

In consideration of Tesla repurchasing your Vehicle, you hereby agree on behalf of yourself and your representatives, heirs, successors, beneficiaries, assigns, and any other person or entity claiming on your behalf that (1) you fully and forever release and discharge Tesla and its affiliates, subsidiaries, suppliers, distributors, shareholders, officers, directors, agents, employees, heirs, successors, and assigns (collectively, "Released Parties") from any and all claims, causes of action, damages, penalties, fees, and costs, based in law or equity, whether known or unknown, relating to the design, manufacture, warranty(ies), assembly, distribution, advertising, marketing, order, lease, sale, financing, titling, registration, repossession, service, maintenance, or repair of the Vehicle ("Claims"); (2) you will dismiss and withdraw or otherwise cancel any claim or action you have initiated in any way against Released Parties; (3) you have not sold, assigned, or transferred any interest in the Vehicle or the Claims; (4) all information you have provided to Tesla regarding the Vehicle is true and complete and you have not omitted or misrepresented any relevant information regarding the Vehicle or any circumstances regarding your Claims; (5) you are the only registered owner(s) and title holder(s) (or lessee(s)) of the Vehicle and have not obtained any liens or encumbrances on the Vehicle (except any lien or lease specified above); (6) you are authorized to release and transfer possession, ownership, and title of the Vehicle to Tesla; and (7) you acknowledge there is no admission of liability or wrongdoing on behalf of Tesla by way of the repurchase of your Vehicle; (8) if any provision of this agreement is determined to be illegal or unenforceable by a court of law, the remainder of this agreement shall remain in effect and shall be fully enforceable, provided, however, that this provision shall not be applied so as to defeat the primary intent of the parties, which is to complete the repurchase of the Vehicle in exchange for a release of claims; and (9) this contains the entire agreement between you and Tesla concerning the Vehicle.

**Acknowledged and Agreed:**

\_\_\_\_\_  
HENRY ARNOLD SEIDEN

Date: \_\_\_\_\_