

**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

THOMAS BOOTHE,

Plaintiff,

v.

Case No. 502024CA009445XXXAMB

ABC JS AUTO IMPORTS, LLC  
d/b/a DELRAY HYUNDAI,

Defendant.

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**DEFENDANT, ABC JS AUTO IMPORTS, LLC'S  
ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

COMES NOW Defendant, ABC JS AUTO IMPORTS, LLC d/b/a DELRAY HYUNDAI (hereinafter "Defendant" or "Delray Hyundai"), by and through its undersigned counsel, pursuant to Rule 1.140(a)(1) of the Florida Rules of Civil Procedure, and hereby files its Answer and Affirmative Defenses to Plaintiff's Complaint.

**A. JURISDICTION**

1. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai admits that Plaintiff brings this action for damages against Delray Hyundai, but denies that Plaintiff is entitled to any monetary award and further denies that Delray Hyundai is liable to Plaintiff in any way.

**B. THE PARTIES**

2. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai admits that Count I of Plaintiff's Complaint attempts to allege a retaliation claim under § 448.102, Fla. Stat, but Delray denies that it is liable to Plaintiff in any way.

3. Delray Hyundai admits the allegation of this paragraph.

4. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai admits that Plaintiff was employed with Delray Hyundai as a Biller between May 28, 2024 through September 18, 2024; Delray Hyundai denies the remaining allegations in this paragraph.

5. Delray Hyundai denies the allegations in paragraph 5 of Plaintiff's Complaint.

6. Delray Hyundai denies the allegations in paragraph 6 of Plaintiff's Complaint.

7. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai denies the allegations contained in paragraph 7 of Plaintiff's Complaint.

8. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai denies the allegations contained in paragraph 8 of Plaintiff's Complaint.

9. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai denies the allegations contained in paragraph 9 of Plaintiff's Complaint.

10. Delray Hyundai is without knowledge; therefore, denied.

**COUNT I**  
**PLAINTIFF'S WHISTLE-BLOWER'S**  
**CLAIM AGAINST THE EMPLOYER**

11. Delray Hyundai repleads and incorporates its responses to paragraphs 1 through 10 laid out above as if they were fully stated herein.

12. Delray Hyundai admits that Plaintiff's Complaint purports to bring a claim for damages pursuant to Whistle-Blower's Act, codified at §§ 448.102(3), Fla. Stat.

13. This allegation contains a legal conclusion to which no response is required. To the extent a response is required, Delray Hyundai denies the allegations contained in paragraph 13 of Plaintiff's Complaint.

**PRAYER FOR RELIEF**

Delray Hyundai denies all relief sought by Plaintiff in his prayer for relief and denies that Plaintiff is entitled to any monetary award and further denies that it is liable to Plaintiff in any respect.

**JURY DEMAND**

Delray Hyundai hereby demands a trial by jury for all issues so triable.

**AFFIRMATIVE DEFENSES**

Delray Hyundai raises the following affirmative defenses based on the information currently available to it. Delray Hyundai expressly reserves its rights to amend this answer, assert additional affirmative defenses, and/or add additional facts to support the instant affirmative defenses as it develops the same through discovery.

**First Defense—Independent, Non-Retaliatory Reason(s) Supported Employer's Action**

Delray Hyundai affirmatively asserts that Plaintiff was terminated for reasons other than engaging in a protected activity.

**Second Defense—Failure to Mitigate**

Delray Hyundai affirmatively asserts that Plaintiff has a duty to mitigate damages by being reasonably diligent in seeking substantially equivalent employment. Therefore, the proper measure of damages is the mitigated differential.

**Third Defense—Plaintiff Did Not Engage in Protected Activity**

Delray Hyundai affirmatively asserts that Plaintiff did not engage in statutorily protected activity.

**Fourth Defense—Failure to Notify**

Delray Hyundai affirmatively asserts that Plaintiff failed to notify Delray Hyundai about the alleged illegal conduct.

**Fifth Affirmative Defense—Excessive Damages**

To the extent Plaintiff seeks damages that are not recoverable under Florida's Private Whistleblower Act, Delray Hyundai asserts that Plaintiff is barred from recovery.

**Sixth Affirmative Defense – Law, Rule, or Regulation**

Delray Hyundai affirmatively asserts that Plaintiff lacked a reasonable and good faith belief that alleged conduct violated a law, rule, or regulation.

**Seventh Affirmative Defense – Corrective Action**

To the extent that Plaintiff actually identified illegal conduct, which Delray Hyundai expressly denies, Delray Hyundai took corrective actions regarding the same within a reasonable time of being notified.

Dated: November 20, 2024.

Respectfully submitted,

/s/ Maya D. Hendry  
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**CERTIFICATE OF SERVICE**

I hereby certify that on this 20th Day of November, 2024, a true and correct copy of the foregoing, Defendant, ABC JS Auto Imports, LLC's Answer and Affirmative Defenses to Plaintiff's Complaint has been furnished via electronic mail to counsel for Plaintiff, Lawrence J. McGuinness, Esq., MG Legal Group, 3126 Center St., Miami, FL 33133, at the following e-mail addresses: [ljm@ljmpalaw.com](mailto:ljm@ljmpalaw.com); [scheduling\\_ljmpa@comcast.net](mailto:scheduling_ljmpa@comcast.net); [juliana@ljmpalaw.com](mailto:juliana@ljmpalaw.com).

*/s/ Maya D. Hendry*  
Maya D. Hendry

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