

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.

HECTOR ARNALDO MANCEBO,

Plaintiff,

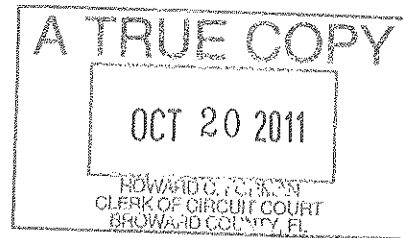
vs.

RICK CASE ENTERPRISES, INC.,
RICK CASE DAVIE, LLC,
RICK CASE AUTO, INC.,
RICK CASE WESTON, LLC
d/b/a RICK CASE FIAT and
ROCCO JACKINTELLE

Defendants.

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COMPLAINT FOR DAMAGES

Hector Arnaldo Mancebo ("Mancebo") sues Defendants, Rick Case Enterprises, Inc., Rick Case Davie, LLC, Rick Case Auto, Inc., Rick Case Weston, LLC d/b/a Rick Case Fiat (collectively "Rick Case") and Rocco Jackintelle ("Rocco") .and alleges as follows:

Jurisdiction

1. This is an action for damages which exceeds Fifteen Thousand (\$15,000.00) Dollars, exclusive of attorney's fees and Court costs.

2. Venue is proper in Broward County, Florida since the causes of action occurred in Broward County and the Defendants have places of business in Broward County, Florida.

The Parties/Participants

3. Plaintiff, is an individual residing in Broward County, Florida and is *sui juris*.

4. Defendants, Rick Case, operate auto dealerships in Broward County, Florida including the Rick Case Fiat in Weston, Florida. Upon information and belief, Rocco is an individual residing in Broward County, Florida and is *sui juris*.

General Allegations

5. On or about June 20, 2011, Mancebo was hired as Sales Manager of Rick Case Fiat.

6. Mancebo was paid a salary plus was to be paid commissions and bonuses.

7. During his employment Rocco would, on occasion hug, kiss and pretend to have sex with Mancebo. Mancebo complained about this conduct to Rocco and to his supervisor Raquel Case. No actions were taken by Rick Case to correct the conduct of Rocco.

8. At one time, Mancebo complained about having his rear-end touched and grabbed by a sales-person Sofia Pimedo. In fact, Mancebo complained about this conduct to Rocco who responded "she likes old guys like you" and "why don't you fuck her?"

9. Shortly thereafter on or about August 17, 2011 Plaintiff's employment was terminated by Rick Case, due to his complaints about illegal conduct and or age.

10. Since his termination, Rick Case has failed and refused to pay Plaintiff his last check and all commissions that were earned during his employment with Rick Case.

11. Plaintiff has hired the undersigned law firm and has agreed to pay it a reasonable fee for its services.

12. All conditions precedent necessary to maintain this action have been performed, waived or excused.

Count I—Violation of Fla. Stat. §448.101-448.105
(As to Rick Case)

Plaintiff reavers and realleges paragraphs 1 through 12 as if fully set forth herein and further alleges:

13. Plaintiff was an "employee" of Rick Case as defined in 448.101(2), Fla. Stat., and is, as such a member of a class of individuals subject to protection by the Florida Whistleblower Act.

14. Rick Case meets the statutory criteria for coverage as an "employer" as defined in Section 448.101(3), Fla. Stat.

15. Plaintiff, during his employment with Rick Case, objected to certain conduct of Defendant that was, or that it was reasonable to believe was, in violation of laws, rules and regulations including, violations of Title VII and the Florida Civil Rights Act.

16. Rick Case retaliated against Plaintiff's objections by subjecting him to termination of his employment.

17. Plaintiff seeks recovery of compensatory damages, attorneys' fees and court costs in accordance with 448.104, Fla. Stat.

WHEREFORE, Plaintiff, demands judgment for compensatory damages, attorneys' fees and court costs against Rick Case and for any other relief this Court deems just and proper.

Count II - Breach of Oral Contract (As to Rick Case)

Plaintiff reavers and realleges paragraphs 1 through 12 as if fully set forth herein and further alleges:

18. Plaintiff and Rick Case entered into an oral agreement for Plaintiff to be paid a certain annual salary, bonuses and commissions.

19. In consideration of the performance of his services, Rick Case was to pay Plaintiff wages and commissions.

20. Rick Case breached the agreement with Plaintiff by failing to pay him wages and commissions.

21. By virtue of Rick Case's breach of the agreement, Plaintiff has suffered damages in excess of \$15,000.

WHEREFORE, Plaintiff demands judgment against Rick Case for damages in excess of \$15,000, together with interest, court costs, attorneys' fees in accordance with Fla. Stat. § 448.08, and for any and all other and further relief this Court deems just

and proper under the circumstances.

Count III - Unjust Enrichment (Services Performed)(As to Rick Case)

Plaintiff reavers and realleges paragraphs 1 through 12 as if fully set forth herein and further alleges:

22. Plaintiff has conferred benefits and performed services for Rick Case.

Rick Case has knowledge of the benefits and services provided to it.

23. Plaintiff voluntarily accepted and retained the benefits conferred upon it by Rick Case.

24. Rick Case's retention of the benefits and services conferred upon it by Plaintiff would be inequitable unless Rick Case pays to Plaintiff the value of the services conferred upon it.

25. Plaintiff does not otherwise have an adequate remedy at law.

WHEREFORE, Plaintiff demands judgment against Rick Case for damages in excess of \$15,000.00 exclusive of interest, court costs, attorneys' fees in accordance with Fla. Stat § 448.08, and for any and all other and further relief this Court deems just and proper under the circumstances.

Count IV-Battery (Against Rocco)

26. Plaintiff, hereby realleges and reavers each of the allegations set forth in paragraphs 1 through 12 of this Complaint and further allege as follows.

27. Rocco committed acts causing offensive contact with Mancebo and actually made offensive contact with Mancebo.

28. As a direct and proximate result of the actions of Rocco, Mancebo suffered damages.

WHEREFORE, Plaintiff, Mancebo demands judgment for damages against Defendant, Rocco, and for any other relief this Court deems just and proper.

Count V-Negligent Supervision (Against Rick Case)

29. Plaintiff, hereby reallege and reaver each of the allegations set forth in paragraphs 1 through 12 of this Complaint and further allege as follows.

30. Rick Case, as the employer or master of Rocco owed a duty to exercise reasonable care so as to control its servants to prevent them from harassing, touching and otherwise engaging in unprofessional conduct as to Mancebo.

31. Rick Case had actual or constructive notice of the harmful and unprofessional propensities of its employees or servants and failed to intervene.

32. As a direct and proximate result of the actions of Rick Case, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment for damages against Rick Case, and for any other relief this Court deems just and proper.

Count VI- Tortious Interference with Business Relationship (Against Rocco)

Plaintiff reavers and realleges paragraphs 1 through 12 as if fully set forth herein and further alleges:

33. Plaintiff had a business relationship with Rick Case that was not evidenced by a written contract.

34. Rocco had knowledge of this agreement.

35. Rocco, intentionally and unjustifiedly interfered with the agreement that Plaintiff had with Rick Case. Rocco's actions were with ulterior motives and detrimental to the interests of Rick Case.

36. As a direct and proximate result of the actions of Rocco, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Rocco for damages, interest, court costs, and for any and all other and further relief this Court deems just and proper under the circumstances.

Demand for Jury Trial

Plaintiff demands trial by jury on all issues so triable.

Dated: _____

10/20/11

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By: _____

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