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

LAUREN LOUISE LICALZI and  
BRYANA ASHLIE RIVERA,

CASE NO.:  
Division:

Plaintiffs,

v.

NORTH PALM MOTORS, LLC., d/b/a,  
NAPLETON'S CAR RENTAL CENTER,  
a Foreign Limited Liability Company,

Defendant.

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**COMPLAINT FOR DAMAGES**

Plaintiffs, LAUREN LOUISE LICALZI and BRYANA ASHLIE RIVERA, by and through their undersigned counsel, hereby sue Defendant, NORTH PALM MOTORS, LLC., d/b/a, NAPLETON'S CAR RENTAL CENTER, for damages and alleges the following:

**JURISDICTION, VENUE AND PARTIES**

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000), exclusive of attorney's fees, interest and costs.
2. Plaintiff, LAUREN LOUISE LICALZI ("Licalzi"), is a resident of Palm Beach County, Florida, and is otherwise *sui juris*.
3. Plaintiff, BRYANA ASHLIE RIVERA ("Rivera"), is a resident of Palm Beach County, Florida and is otherwise *sui juris*.
4. Defendant, NORTH PALM MOTORS, LLC., d/b/a, NAPLETON'S CAR RENTAL CENTER (hereinafter referred to as "Napleton's"), is a Foreign Limited Liability Company doing and transacting business in Broward County, Florida.

**RITTER CHUSID, LLP, ATTORNEYS AT LAW**

HERON BAY CORPORATE CENTER • 5850 CORAL RIDGE DRIVE, SUITE 201 • CORAL SPRINGS, FLORIDA 33076 • 954-340-2200 • FAX 954-340-2210

5. The claims alleged in this Complaint for Damages arise out of a Napleton's activities within Palm Beach County, Florida.

6. All conditions precedent to the maintenance of this action have occurred, been satisfied or waived.

7. Venue is proper because Defendants conduct business in Palm Beach County, Florida and the tortious acts complained of herein occurred in Palm Beach County, Florida.

**FACTS COMMON TO ALL CAUSES OF ACTION**

8. In December of 2017, Licalzi's 2012 Hyundai Sonata (the "Licalzi Vehicle") was stolen in Palm Beach County, Florida.

9. On or about December 29, 2017, the Licalzi Vehicle was recovered by the Palm Beach County Sheriff's Office.

10. Upon recovery, the Licalzi Vehicle was observed to have been damaged with items stolen from the trunk.

11. On or about December 29, 2017, the Licalzi Vehicle was towed to Napleton's West Palm Beach Hyundai for repairs.

12. At all times material hereto, to induce Licalzi to have the Licalzi Vehicle repaired by Napleton's, it provided Licalzi with a loaner/rental vehicle, a 2018 Hyundai Sonata bearing VIN No. 5NPE34AF7JH670141 and license plate PD781S (the "Loaner Vehicle").

13. On or about January 16, 2018, Rivera was a passenger in the Loaner Vehicle which was being operated by Licalzi in Pompano Beach, Palm Beach County.

14. The Broward County Sheriff's Office received a License Plate Reader notification that the license plate on the Loaner Vehicle was stolen.

15. As a result of the stolen License Plate Reader notification, the Broward County Sheriff's Office dispatched several units to intercept and recover the Loaner Vehicle.

16. At all times material hereto, Licalzi and Rivera were traveling in the Loaner Vehicle northbound on the Florida Turnpike.

17. Numerous Broward County Sheriff vehicles and helicopters began pursuing the Loaner Vehicle, closed down the northbound Florida Turnpike and ultimately stopped the Loaner Vehicle at or about the overpass of the Sawgrass Expressway.

18. With their guns drawn, Broward County Sheriff Officers ordered Licalzi and Rivera to place their hands on their heads and for the driver, Licalzi, to get out of the Loaner Vehicle.

19. Licalzi was ordered to walk backward with her hands up towards numerous Broward County Sheriff Officers who had their guns targeting Licalzi, while members of the Canine Unit barked and growled at her incessantly, and a Broward County Sheriff helicopter hovered overhead.

20. Licalzi complied with the Officer's orders, was placed in handcuffs and interrogated at length about the Loaner Vehicle and its license plate that had been reported stolen.

21. Rivera was similarly ordered out of the Loaner Vehicle while Broward County Sheriff Officers targeted her with their guns.

22. Rivera complied with the Officer's orders to walk backwards towards them and she was handcuffed, placed in the back of a Sheriff's vehicle and interrogated, all while helicopters hovered over the area and the Canine Unit continued to bark and growl.

23. At all times during this ordeal, Licalzi and Rivera reasonably feared for their lives.

24. While Licalzi and Rivera were detained and interrogated, Broward County Sheriff Officers conducted an investigation and ultimately spoke with a Napleton's Service Manager,

Michael Clancy who reported that someone from Napleton's reported the license plate of the Loaner Vehicle as stolen, however it was not, and Licalzi was authorized to operate the vehicle.

25. Broward County Sheriff Officers eventually released Licalzi and Rivera, both of whom suffered extreme physical and mental distress and anxiety, and they went to the Wellington Regional Medical Center where Licalzi was treated for severe anxiety.

**COUNT I - NEGLIGENCE-NAPLETON'S**

26. Plaintiffs adopt and re-allege each and every allegation set forth in Paragraphs 1 through 25 above as if more fully set forth at length herein.

27. At all times material hereto, Licalzi was permitted by Napleton's to transport passengers, such as Rivera, in the Loaner Vehicle.

28. At all times material hereto, it was foreseeable to Napleton's that Licalzi would transport passengers, such as Rivera, in the Loaner Vehicle.

29. At all times material hereto, Napleton's owed a duty to Licalzi and Rivera to ensure that the Loaner Vehicle had a valid and legal license plate that was not reported stolen at the time the vehicle was provide to Licalzi.

30. At all times material hereto, Napleton's owed a duty to Licalzi and Rivera, to ensure that Licalzi's legal use of the Loaner Vehicle on Florida roads and highways would not subject her and her passengers, including Rivera, to a felony stop by law enforcement, such as he Broward County Sheriff's Department.

31. At all times material hereto, Napleton's had a duty to act reasonably and with due care so as to avoid injury or harm to operators and passengers of its rental/loaner vehicles, including Licalzi and Rivera.

32. At all times material hereto, Napleton's breached its duties to Licalzi and Rivera by its acts or omissions, including the following:

- a. Permitting and/or allowing Licalzi to operate the Loaner Vehicle with a license plate that Napleton's previously reported as stolen, including to law enforcement officials;
- b. Furnishing and providing Licalzi with the Loaner Vehicle with a license plate that Napleton's previously reported as stolen, including to law enforcement officials;
- c. Failing to ensure that the license plate on the Loaner Vehicle and/or the vehicle itself was not considered stolen by law enforcement, License Plate Reader notification, the Florida Crime Information Center and/or the National Crime Information Center at the time the Loaner vehicle was furnished to Licalzi;
- d. Failing to ensure that the Loaner Vehicle could be legally operated by Licalzi on Florida roads and Highways; and,
- e. Failing to provide Licalzi with a reasonably safe vehicle that could be legally operated on Florida roads and Highways without being subject to a felony stop by law enforcement officers.
- f. Failing to have proper procedures and guidelines in effect for communicating with law enforcement when a vehicle and/or license plate that has been reported as stolen is recovered;
- g. Failing to warn Licalzi that the license plate on the Loaner Vehicle and/or the vehicle itself was reported to law enforcement as stolen;

33. At all times material hereto, Napleton's knew or should have known that law enforcement officer, such as the Broward County Sheriff's Department, could receive a License Plate

Reader notification that the license plate on the Loaner Vehicle and/or the vehicle itself had been reported stolen.

34. As a direct and proximate cause of Napleton's breach of duties owed to Licalzi and Rivera, they suffered severe and permanent personal injuries.

35. It was reasonably foreseeable to Napleton's that its breach of duties would result in severe and permanent psychological injuries to operators and passengers of its rental/loaner vehicles, including Licalzi and Rivera.

36. Plaintiffs have retained the undersigned counsel and has agreed to pay undersigned counsel a reasonable fee to prosecute this claim.

WHEREFORE, Plaintiffs, LAUREN LOUISE LICALZI and BRYANA ASHLIE RIVERA, demand judgment against Defendant, NORTH PALM MOTORS, LLC., d/b/a, NAPLETON'S CAR RENTAL CENTER, for damages, plus interest and cost together with such other relief that this Honorable Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiffs, Plaintiffs, LAUREN LOUISE LICALZI and BRYANA ASHLIE RIVERA,  
demand a trial by jury as to all issues so triable as a matter of right.

Dated this 28<sup>th</sup> day of September, 2018.

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