CASE INFORMATION SHEET FLORIDA LEGAL PERIODICALS, INC.

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COUNTY AND COURT:

Palm Beach County – County Court

NAME OF CASE:

Joao Felipe Resende Opazo,

Plaintiff,

v.

Enterprise Leasing Company of Florida, LLC,

Defendant

CASE DOCKET NO.: 50-2019-SC- **JUDGE:** Reginald R. Corlew

008830-xxxx-SB

PLAINTIFF(S) ATTORNEY(S)/TRIAL COUNSEL:

Joao Felipe Resende Opazo (Pro Se)

DEFENDANT(S) ATTORNEY(S)/TRIAL COUNSEL:

Howard L. Citron Jesse L. Shurman Rissman, Barrett, Hurt, Donahue, McLain & Mangan, P.A. 6451 North Federal Highway Suite 400 Ft. Lauderdale, FL 33308 (954) 526-5480

AGE/SEX/OCCUPATION OF PLAINTIFF OR DECEDENT:

Male

FOR WRONGFUL DEATH	CASES,	PLEASE	GIVE A	GE AND	RELATIONSHIP	OF
SURVIVORS:						

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DATE OF OCCURRENCE:

March 22, 2016

PLAINTIFF'S ALLEGATIONS:

Plaintiff alleged that the Defendant charged him for an optional damage waiver that he declined at the time he rented the vehicle. As such, his complaint included a count for fraud.

Plaintiff asserted that a sales associate with the company forced him to purchase the damage waiver in order to rent the vehicle and that his insurance company would be billed for the product at no expense to him. In response, the defense provided the Court with a copy of the Plaintiff's executed rental agreement, which clearly confirmed that Plaintiff both initialed and signed the document ratifying his consent to be personally liable for the payment of same.

PL	AIN	CIFF'S	EXPERT	WITNESSES:
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None	
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DEFENDANT'S EXPERT WITNESSES:

None

<u>CHECK APPROPRIATE SPACE</u>: <u>X</u> Directed Verdict (bench trial)

DATE OF VERDICT:

October 18, 2019

VERDICT:

Defense directed verdict

COMPARATIVE NEGLIGENCE:

N/A

JUDGMENT:

Directed verdict for the Defendant.

DATE OF JUDGMENT:

October 18, 2019

DEFENDANT'S OFFER:

Zero

PLAINTIFF'S DEMAND:

\$2,500

ATTORNEY'S COMMENTS:

During the bench trial, Plaintiff argued that, notwithstanding his signature, he was "scammed" into purchasing the damage waiver and was deceived by the sales associate. He further argued that he brought in proof that his own personal insurance covered property damage to a rental car and that, even though this information was provided to Enterprise, it deceived him into buying the waiver protection.

The trial court granted Enterprise's Motion for Directed Verdict after Plaintiff confirmed that his signature and initials ratified his acceptance and personal responsibility for all costs associated with the damage waiver and found that Enterprise had not engaged in any fraudulent conduct.

Submitted By: Jesse L. Shurman Dated: November 13, 2019

Firm: Rissman, Barrett, Hurt,

Donahue, McLain & Mangan, P.A.

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JLH/snh