

IN THE CIRCUIT COURT FOR THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.:

SHANE SPRAGUE, an individual,

Plaintiff,

v.

DORAL-VW, LLC, a Florida
Limited Liability Company,

Defendant.

COMPLAINT FOR DAMAGES

Plaintiff, Shane Sprague (Mr. Sprague), by and through its undersigned counsel, files its Complaint for Damages against Doral-VW, LLC¹ (Doral Volkswagen or Defendant), and in support thereof states:

JURISDICTION, VENUE, AND THE PARTIES

1. This is an action for monetary damages and equitable relief of more than fifty thousand dollars (\$50,000.00).
2. Plaintiff is a Florida resident, living in Broward County.
3. Defendant is a Florida limited liability company registered to conduct business in Miami Dade County.
4. That all conditions precedent to this action have been complied with, have occurred, or have been waived.

¹ Doral-VW, LLC is part of the Lithia Motors Inc. auto group, a public traded company.

5. Venue is proper in Miami-Dade County, Florida, because all causes of action accrued in the City of Doral, within Miami-Dade County, Florida.

FACTS

6. Mr. Sprague is a 27-year active-duty United States Coast Guard Chief Warrant Officer, who serves as the chief maintenance officer at the Opa Locka Coast Guard station and is responsible for seventy-five (75) personnel.

7. Over the past 27 years with the Coast Guard, Mr. Sprague has had multiple duty stations and was assigned to Opa Locka two years ago.

8. Mr. Sprague is required to maintain a top-secret security clearance to do his job.

9. Maintaining this top-secret access requires periodic reinvestigations of Mr. Sprague's character and fitness to hold a high-level clearance.

10. One of his most important assignments Mr. Sprague holds is overseeing maintenance of Marine-One when the President of the United States is in South Florida. On the day of the below mentioned incident, Mr. Sprague had just cleared his assignment which involved overseeing Marine-One until President Trump departed Miami after his visit to Alligator Alcatraz.

11. Mr. Sprague had been wanting a very specific truck for many years, the GMC 1500 AT4X.

12. For years, he saved up for a down payment that would allow him to have a monthly payment he could afford. He also gave his son a newer truck in exchange for his son's 2012 Ford Focus, anticipating that he would soon trade in the Ford Focus for the AT4X he wanted.

13. Mr. Sprague wanted to get the truck he dreamed about, so he sacrificed and worked hard, to save the money he needed for the down payment.

14. On or about June 20, 2025, Mr. Sprague found on autotrader.com an ad for a Thunderstorm Grey, 2024 GMC 1500, AT4X truck (the AT4X truck) listed for sale at Doral Volkswagen.

15. Mr. Sprague contacted Tracey Wallace, a sales manager at Subaru of North Miami, and a friend, who confirmed she knew Doral Volkswagen's General Manager, Chris Ranka, and arranged for Mr. Sprague to be treated with care. *Composite Exhibit A.*

16. Doral Volkswagen is a car dealership operating in Doral, Florida engaged in the business of selling and buying cars ([Doral Volkswagen](#)), and part of one of the largest auto groups in the United States, Lithia Motors.

17. Mr. Sprague contacted Doral Volkswagen, confirmed they had the truck and asked if he could come in a test drive the AT4X truck:



18. On June 21, 2025, Mr. Sprague arrived at Doral Volkswagen, to purchase the AT4X truck. He met with a Doral Volkswagen Salesman named “Ali”² and only spoke with him about the AT4X truck he had seen online.

19. Mr. Sprague and Ali did not discuss any other vehicles owned by Volkswagen Doral.

20. Mr. Sprague inspected, and test drove the AT4X truck he had seen online.

21. After the test drive, Mr. Sprague and Ali returned to Doral Volkswagen to finalize the purchase.

22. Mr. Sprague was excited that he would finally have the truck of his dreams.

23. At Doral Volkswagen, Mr. Sprague also met with Mr. Ranka, who assured him that he would receive VIP treatment as a friend of Ms. Wallace.

24. Mr. Sprague agreed to purchase the AT4X truck for \$61,239 and trade in his 2012 Ford Focus for \$1,500.

25. Mr. Sprague agreed to make a down payment of \$15,000 toward the AT4X truck, to reduce the amount he had to finance.

26. He paid \$12,000 that same day via a combination of his credit card and checking account, and the remaining \$3,000 from his savings account, which was paid on June 24, 2025.

27. The transaction was finalized through Doral Volkswagen’s Finance Manager, Frank Garcia, who prepared the necessary documents, and issued Mr. Sprague a new registration for the AT4X truck.

28. Mr. Sprague digitally signed the sales documents on a small electronic tablet and received a “thumb” drive with all documents on it.

² Feroze Ali

29. Mr. Sprague spent over four (4) hours at Doral Volkswagen, during which time the truck was moved around the dealership and prepared to be transferred to him.

30. Ali handed Mr. Sprague the flash drive and one key to the AT4X truck.

31. Mr. Sprague asked Ali if there was a second key, but he said there was none.

32. Ali then took pictures of Mr. Sprague smiling as he sat in the front seat of the AT4X truck, and Mr. Sprague drove away in the vehicle, believing that he was now the lawful owner of his AT4X truck:



33. After Mr. Sprague left Doral Volkswagen, Ali thanked him and wished him well:



34. From June 21, 2025, the date he drove the AT4X truck off the Doral Volkswagen lot, through July 1, 2025, Mr. Sprague regularly traveled from his home in Sunrise to work at the Opa Locka Coast Guard Station, in Opa Locka, Florida.

35. Mr. Sprague's Sunrise address appears on the first page of the purchase documents.

36. The only communication Mr. Sprague had with Doral Volkswagen between June 21, 2025, and July 1, 2025, was through the finance manager Frank Garcia, who took his \$3,000 payment on June 24, 2025.

37. Then, on July 1, 2025, at about 4:00 p.m., Mr. Sprague's day took a terrifying turn.

38. That day he went to work as normal at the coast guard station.

39. In the afternoon, he left the coast guard station to go to a physical therapy appointment in Broward County, Florida.

40. He had a weekly physical therapy session in Broward County, to help repair his injured lower back.

41. When he finished his session, he walked to his AT4X truck and sat in the driver's seat.

42. Immediately, an unmarked Ford F150 truck rammed the back bumper of Mr. Sprague's AT4X truck, trapping him in the parking space.

43. He saw blue and red lights flashing all around him and was shocked.

44. With guns drawn, multiple Broward Sheriff's Deputies surrounded him and ordered him out of his truck.

45. In the middle of a parking lot, with passersby watching, the Broward Sheriff's Deputies ordered Mr. Sprague to lift his shirt to make sure he had no weapons and walk toward them:



46. He was humiliated in front of onlookers and therapy staff, and stuffed into the back seat of a police cruiser, all without having committed a single offense.

47. The Deputies searched his truck and tossed his belongings around, leaving his belongings in the car when it was towed.

48. Mr. Sprague asked multiple times, but the Deputies never told him why he had been handcuffed and why he was sitting in the back of a police cruiser.

49. Mr. Sprague sat there handcuffed and unaware of what was going on:



50. Mr. Sprague was transported to a nearby station, put in a holding cell for several hours and told to wait.

51. While he was waiting, he still had not been told why he had been arrested.

52. Later, he was taken to an interview room where he met detectives from the Doral Police Department, who finally told him that everything that had just happened had something to do with his AT4X truck.

53. The Doral detectives told Mr. Sprague that his truck had been reported stolen by the Doral Volkswagen dealership.

54. Mr. Sprague, shocked by the accusation, told the detectives that he bought the truck and had proof in his phone.

55. At some point while talking to Doral detectives, a detective told Mr. Sprague that the truck registered to him was still on Doral Volkswagen's lot and that he drove off with the wrong truck.

56. Eventually, the detectives gave Mr. Sprague his phone and he showed them the text message exchanges between him and Ali, the Doral Volkswagen salesperson, that showed the license plate of the AT4X truck.

57. One detective calls Ali, Mr. Sprague's salesperson, and exits the interview room.

58. After speaking to Ali and reviewing Mr. Sprague's phone messages, the detectives realized that something was wrong.

59. They told Mr. Sprague that the tag on the AT4X truck was not "assigned" to it.

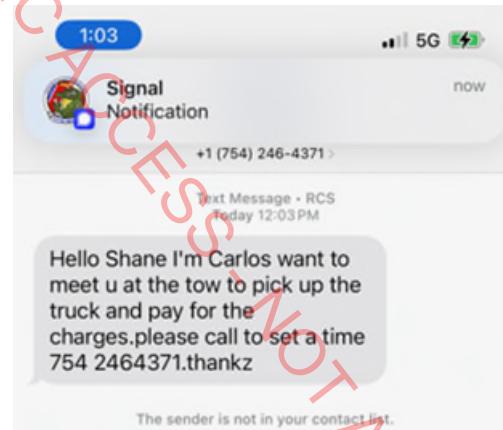
60. However, the detectives eventually confirmed that Mr. Sprague purchased the AT4X truck from Doral Volkswagen on June 21, 2025, told him the location of where his truck had been towed, and released him.

61. Mr. Sprague's belongings were still in the truck, and he wanted to get them back.

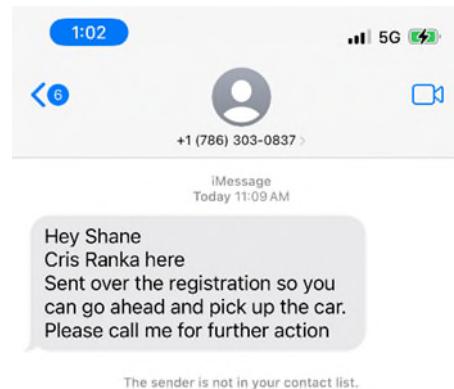
62. He arranged to meet with the tow-yard general manager, at the tow-yard, at 9:00 p.m. on July 1, to get his things out of the truck. However, that did not happen because he was not the registered owner.

63. The following day, Mr. Sprague started receiving phone calls and text messages from a man identified as Carlos, who claimed to be an “investigator” working for Doral Volkswagen.

64. Carlos asked Mr. Sprague to meet him at the tow-yard, and said he would pay the tow fees for the AT4X truck to be released to Mr. Sprague:



65. Mr. Ranka sent Mr. Sprague a picture of a registration, via text, that showed it was issued on July 1, 2025, and that Mr. Sprague was the registered owner of the 2024 GMC. *Exhibit B:*



66. On July 3, 2025, Mr. Sprague met Carlos at the tow-yard.

67. Interestingly, Carlos had his own key to the AT4X truck.

68. Mr. Sprague was surprised by this because when he bought the truck, he was told there was only one key to the truck, and it had been given to him.

69. When Mr. Sprague asked for identification, Carlos refused and only said that he used to work for a police department.

70. Carlos attempted to get Mr. Sprague to sign a “document”, which involved releasing the Defendant of all responsibility for what happen, and only if he signed, would Carlos provide him the vehicle registration he was sent by text with his name to have the GMC released.

71. But when Mr. Sprague declined, Carlos cursed him out, became belligerent, and stormed off, refusing to give him the registration.

72. After Carlos stormed off, the tow-yard general manager told Mr. Sprague that the AT4X truck was still titled in the name of the previous owner, M. Tart, who apparently traded the truck in at Doral Volkswagen.

73. Under Florida law, a car dealer cannot sell a vehicle it has no title to. But Defendant did so in this situation.

74. The tow-yard general manager also told Mr. Sprague that because the truck was still titled to M. Tart, Mr. Sprague could not take possession of the AT4X truck.

75. The tow-yard general manager told Mr. Sprague that because of the multiple title transactions made against the AT4X truck by Doral Volkswagen, the value of the truck could be negatively affected.

76. The tow-yard manager allowed Mr. Sprague to get his belongings from the truck and Mr. Sprague took pictures of the back bumper of the truck which shows damage from the takedown by the Sheriff's deputies in Broward.

77. Later Mr. Sprague discovered that Carlos' full name is Carlos Marcos, who is Florida licensed as a Recovery Agent, is a former police officer with Pembroke Pines PD, and was employed by Doral Volkswagen to get the truck back before they reported it stolen.

78. Apparently, around 1:00 p.m., on July 1, 2025, before Mr. Sprague was arrested, Carlos had tried to gain access to the Opa Locka Coast Guard station where the AT4X truck was parked. *Exhibit C.*

79. However, Carlos later admitted that he had driven by the Coast Guard station as early as 11:00 a.m. that morning, looking for the AT4X truck.

80. Doral Volkswagen had already been tracking the AT4X truck with LoJack and sent its "repo" guy, Carlos out hours before it reported the truck stolen to try and take it back.

81. But when their "self-help" was not successful, they called the Doral Police Department and reported the truck stolen.

82. The Doral Police Department report related to this incident shows the truck was reported stolen at 1:41 p.m. on July 1, 2025. *Exhibit D.*

83. Body camera video from the Doral Police Department shows Doral police officers arriving at Doral Volkswagen around 2:00 p.m. on July 1, to get additional information about the "stolen" truck.

Doral's Manager's Gross Negligence

84. When the Doral PD officer arrives, he meets Daniel Fernandez, a Doral Volkswagen manager and asks him if he activated the "LoJack."

85. Mr. Fernandez then replies: "Every car that comes in, we put in on right away."

86. Mr. Fernandez also says that he has no idea when he last saw the vehicle and he only realized it was missing "today."

87. Mr. Fernandez remarks that the [thief] probably "took off the OnStar."

88. But the real reason Mr. Sprague did not connect OnStar is because he did not want his car to be tracked due to his level of top-secret security and his position with the Coast Guard.

89. Mr. Fernandez had been tracking the vehicle prior to the Doral PD arriving and he describes to the police officer that the vehicle had been going to and from the same locations since June 21, 2025.

90. The locations Mr. Fernandez describes are Mr. Sprague's house and the Coast Guard base where he works.

91. At no time did Mr. Fernandez ~~check~~ the home address where the LoJack showed the vehicle every evening against any of the sales records from the date the truck left their lot.

92. Mr. Fernandez says the car shows in the same location every day and the officer responds with, "that's weird."

93. In the body camera video, Mr. Fernandez goes on to say that usually when a car is stolen, [the thief] rips off the LoJack "outside" as soon as they take the vehicle.

94. Mr. Fernandez says in the video that thieves usually steal cars ~~early~~ in the morning around "7, 7:30, 7:45" when the service department opens because the gates are open, but few people are at the dealership.

95. Yet, in the body camera video, Mr. Fernandez explained that the truck ~~was~~ taken off the Doral Volkswagen lot at around 1:30 p.m. on June 21, 2025.

96. Mr. Fernandez tells the Doral officer, “we did a little more research” to make sure it was not sold, just so you “don’t pull up on someone.”

97. Mr. Fernandez words showed that he understood that officers “pulling up” on a person in a reported stolen vehicle, was a risk to the life, safety, or rights of that person.

98. That “research” did not include checking the address of where the truck was every single night, when Mr. Sprague was at home, and comparing it to any sales records from June 21, 2025.

99. Multiple times during their exchange, the officer asks Mr. Fernandez if he is sure that this truck was not sold.

100. Mr. Fernandez responds that the truck was not sold because “we checked everywhere” and the last time it was titled was in 2024.

101. When Mr. Fernandez checked the vehicle title and realized it was still titled to the first owner, from 2024, and had not been retitled to Doral Volkswagen, it still did not cause him to question whether there was a problem.

102. Interesting enough, representatives of Defendant sent pictures of the car registration for the GMC to Mr. Sprague under his name on July 3, 2025 that showed an issued date of July 1, 2025, the date the car was reported stolen.

103. Therefore, Mr. Fernandez made the determination that the vehicle was missing, and hours later he reported it had been stolen.

104. This means that Mr. Fernandez’ “checking” consisted of a few hours on the morning of the day he discovered the truck was missing.

105. Mr. Fernandez says in a Doral PD body camera video that the truck is “always at the same spot,” and reiterates that thieves usually take the LoJack off “right here in the front [of the dealership].”

106. Mr. Fernandez consciously disregarded several warnings from the officer, and every shred of evidence that showed the truck had been sold to a customer.

107. While the Doral police officer is questioning Mr. Fernandez, the salesperson that sold Mr. Sprague the truck, Ali, is in the video walking right next to Mr. Fernandez.

108. Ali is the exact same salesperson that detectives called after they arrested Mr. Sprague, to confirm that he purchased the truck.

109. Mr. Fernandez even points out in the body camera video that the truck was moved around the dealership on June 21, 2025, which is further evidence that the truck was being prepared for sale to a buyer.

110. But instead of looking into that anomaly, he consciously disregarded it as the [thief] probably moved the truck once and then came back and took it later.

111. Mr. Sprague test drove the truck and Doral Volkswagen’s “sales manager” consciously disregarded that evidence, while seeing it on a map.

112. Not one time during his body camera conversation with Doral police did Mr. Fernandez tell the officers that Doral Volkswagen had already sent out its “repo” guy Carlos three (3) hours earlier, and that the truck was on a secured Coast Guard base.

113. Everyone who enters the Coast Guard base is screened at the gate and must show identification. This was another piece of information consciously disregarded by Mr. Fernandez.

114. Mr. Fernandez failed to examine all potential situations here and caused this travesty by recklessly reporting the truck was stolen, causing Mr. Sprague to be subjected to a

felony traffic stop, ordered out of his truck at gun point, and thrown in a holding cell, without any notification to his Coast Guard Commander, and without knowing why he was there.

115. Mr. Fernandez's conscious disregard for all the evidence supporting the fact that the AT4X truck was sold to a customer, demonstrated a profound recklessness toward the safety of Mr. Sprague.

116. Mr. Fernandez caused armed Sheriff's deputies to conduct a felony stop on Mr. Sprague, which put his life in jeopardy.

117. Mr. Fernandez's overall behavior demonstrated an extreme deviation from the reasonable standard of care owed by a reasonable car dealer to any buyer of a vehicle.

118. Doral PD eventually sent two detectives to the Opa Locka Coast Guard station to look for the truck around 2:00 p.m. on July 1, 2025. However, the truck was gone because Mr. Sprague had already left for his physical therapy appointment. *Exhibit E.*

Doral Volkswagen's Paperwork Problem

119. Mr. Sprague only found out what really happened several days after he was arrested.

120. On July 7, 2025, he reviewed electronic forms he had on his thumb drive and noticed that the finance manager had put in the wrong vehicle identification number (VIN) and the truck listed on the purchase agreement was a 2024 Chevy 1500 and not a 2024 GMC 1500 AT4X.

121. The Retail Purchase Agreement did have the correct cash price of the GMC Mr. Sprague drove off in, \$59,989.00, and not the price of the 2024 Chevy 1500 that was improperly entered, which is valued at approximately \$38,795.

122. Mr. Sprague did not identify the error when he left because the cost was correct and he did not receive paper copies of the purchase documents; he only put his signature on an iPad

type device, and Frank Garcia, the Doral Volkswagen finance manager, applied Mr. Sprague's signature to the purchase documents.

123. There was no reason to believe by Mr. Sprague that he had not purchased the 2024 GMC 1500 AT4X that he drove off in from the Doral Volkswagen lot on June 21, 2025, and that the truck was titled to him.

124. However, the contract Mr. Sprague signed was not for the truck he drove off in, but another truck that neither Mr. Sprague nor his salesperson ever looked at or discussed that day.

125. When Mr. Fernandez, the Doral Volkswagen sales manager did his "research," he did not include or consider why there was an extra truck on his lot that was coincidentally registered to an address where the AT4X truck he reported stolen was parked every night since June 21, 2025.

The Retail Purchase Agreement is Rescinded

126. Mr. Sprague came to Doral Volkswagen for only one truck, the AT4X he drove off the lot.

127. Doral Volkswagen never processed the purchase for the 2024 GMC 1500 AT4X Mr. Sprague drove off their lot and because of this monumental mistake, they reported the AT4X truck stolen ten (10) days later.

128. When Mr. Sprague learned of this mistake, he cancelled the insurance and attempted to cancel the auto loan agreement for the truck.

129. However, he could not cancel the auto loan, so after the undersigned spoke with counsel for Defendant, the contract was rescinded. *Exhibit F*.

130. Doral Volkswagen returned Mr. Sprague's deposit, confirming it canceled the sales contract. *Exhibit G*.

131. Doral Volkswagen then went to the tow yard and obtained possession of the AT4X truck.

132. At all times during his transactions with Doral Volkswagen, Mr. Sprague interacted and communicated with agents of Doral Volkswagen, authorized to act on its behalf, including its salesperson, Feroze Ali and finance manager, Frank Garcia.

133. Daniel Fernandez, Doral Volkswagen's sales manager, another agent of Doral Volkswagen, initiated the stolen vehicle report which caused the horrifying experience endured by Mr. Sprague.

134. Since Mr. Sprague lost his dream truck, and traded in his vehicle, he has had to rent a car until he can find a new method of transportation.

135. All the actions taken by Doral Volkswagen before and after Mr. Sprague drove the AT4X truck off their lot demonstrated a conscious disregard for his safety.

136. Mr. Sprague was forced to hire the undersigned attorneys to file this Complaint and is obligated to pay his attorneys a reasonable fee for their services.

COUNT I: NEGLIGENCE

137. Mr. Sprague reasserts paragraphs 1-135 of this Complaint as if fully stated herein.

138. Doral Volkswagen is in the business of selling vehicles, including the transfer of title and registration of vehicles to new buyers.

139. Doral Volkswagen had a duty to perform its functions as a car dealer in the same way that any other reasonable car dealer would.

140. Doral Volkswagen breached its duty to Mr. Sprague by failing to input the correct VIN number for the vehicle he purchased causing the title transfer and registration not to be completed for the truck Mr. Sprague drove off their lot.

141. The employees and official representatives of Doral Volkswagen were the sole cause of Mr. Sprague's damage because they were the only people responsible for completing the purchase documents correctly.

142. Doral Volkswagen and its employees were the sole cause of Mr. Sprague's damage because it was foreseeable that failing to input the correct VIN for a truck would result in them failing to properly title and register the purchased truck.

143. As a direct and proximate result of Doral Volkswagen's actions, Mr. Sprague suffered damage related to misrepresentation of ownership, filing of a false police report, failing to process lawful title transfer, and failing to register Mr. Sprague's truck.

144. Mr. Sprague was wrongfully detained, subjected to a police felony stop, embarrassed in front of his peers, exposed to scorn by his Coast Guard leadership, and subjected to unknown tracking, violating his privacy.

145. Defendant's salesman, finance manager, and sales manager's breach of their duty to Mr. Sprague directly and proximately caused Mr. Sprague to suffer significant physical damage to his lower back and emotional distress, which includes symptoms of post-traumatic stress disorder (PTSD) and anxiety, humiliation, reputational damage, and financial loss.

WHEREFORE, Mr. Sprague respectfully requests that this Court enter judgment in his favor and against Defendant and award: compensatory damages for pain and suffering; consequential and incidental damages attorneys' fees and costs, and any such further relief as the Court deems just and proper.

COUNT II: NEGLIGENT TRAINING

146. Mr. Sprague reasserts paragraphs 1-135 of this Complaint as if fully stated herein.

147. At all relevant times, Doral Volkswagen was responsible for the selection, hiring, retention, and training of its agents, employees, and volunteers, including the salesperson, the finance manager, and the sales manager involved here.

148. Prior to the incident, Defendant knew, or in the exercise of reasonable care should have known that its employees and agents were not properly trained to input sales purchases and properly investigate missing vehicles.

149. As a result of Defendant's failure to exercise reasonable care in training its employees and agents, Mr. Sprague, was damaged.

150. As a direct and proximate result of Doral Volkswagen's actions, Mr. Sprague suffered damage related to misrepresentation of ownership, filing of a false police report, failing to process lawful title transfer, and failing to register Mr. Sprague's truck.

151. Mr. Sprague was wrongfully detained, subjected to a police felony stop, embarrassed in front of his peers, exposed to scorn by his Coast Guard leadership, and subjected to unknown tracking, violating his privacy.

152. Defendant's negligent training of its salesman, finance manager, and sales manager directly and proximately caused Mr. Sprague to suffer significant physical damage to his lower back and emotional distress, which includes PTSD symptoms and anxiety, humiliation, reputational damage, and financial loss.

WHEREFORE, Mr. Sprague respectfully requests that this Court enter judgment in his favor and against Defendant and award: compensatory damages for pain and suffering; consequential and incidental damages; attorneys' fees and costs, and any such further relief as the Court deems just and proper.

COUNT III: NEGLIGENT SUPERVISION

153. Mr. Sprague reasserts paragraphs 1-135 of this Complaint as if fully stated herein.

154. At all relevant times, Doral Volkswagen was responsible for the selection, hiring, retention, and supervision of its agents, employees, and volunteers, including the salesperson, the finance manager, and the sales manager involved here.

155. Before the incident, Defendant knew, or in the exercise of reasonable care should have known that its employees and agents were not being properly supervised regarding how to input vehicle purchases, and properly investigate missing vehicles.

156. As a result of Defendant's failure to exercise reasonable care in supervising its employees and agents, Mr. Sprague, was damaged.

157. As a direct and proximate result of Doral Volkswagen's actions, Mr. Sprague suffered damage related to misrepresentation of ownership, filing of a false police report, failing to process lawful title transfer, and failing to register Mr. Sprague's truck.

158. Mr. Sprague was wrongfully detained, subjected to a police felony stop, embarrassed in front of his peers, exposed to scorn by his Coast Guard leadership, and subjected to unknown tracking, violating his privacy.

159. Defendant's negligent training of its salesman, finance manager, and sales manager directly and proximately caused Mr. Sprague to suffer significant physical damage to his lower back and emotional distress, which includes PTSD symptoms and anxiety, humiliation, reputational damage, and financial loss.

WHEREFORE, Mr. Sprague respectfully requests that this Court enter judgment in his favor and against Defendant and award: compensatory damages for pain and suffering;

consequential and incidental damages; attorneys' fees and costs, and any such further relief as the Court deems just and proper.

COUNT IV: INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS

160. Mr. Sprague reasserts paragraphs 1-135 of this Complaint as if fully stated herein.

161. Doral Volkswagen, through its agents, intentionally or recklessly engaged in extreme and outrageous conduct toward Mr. Sprague by failing to verify whether they sold him the truck they reported stolen.

162. Doral Volkswagen was aware of the addresses the truck remained at for over ten (10) days, and its manager said he was sure the truck was not sold.

163. Doral Volkswagen's agents' actions went beyond the bounds of decency tolerated in a civilized society because their reckless actions caused Mr. Sprague to be subjected to a felony stop where multiple officers pointed guns at him and ordered him out of his truck, putting him in extreme fear.

164. Mr. Sprague was subjected to severe emotional stress because he was locked in a holding cell and had no idea what he was arrested for until hours after he was taken down.

165. As a direct and proximate result of Doral Volkswagen's actions, Mr. Sprague suffered damage related to misrepresentation of ownership, filing of a false police report, failing to process lawful title transfer, and failing to register Mr. Sprague's truck.

166. Mr. Sprague was wrongfully detained, subjected to a police felony stop, embarrassed in front of his peers, exposed to scorn by his Coast Guard leadership, and subjected to unknown tracking, violating his privacy.

167. Defendant's salesman, finance manager, and sales manager directly and It proximately caused Mr. Sprague to suffer significant physical damage to his lower back and

emotional distress, which includes PTSD symptoms and anxiety, humiliation, reputational damage, and financial loss.

WHEREFORE, Mr. Sprague respectfully requests that this Court enter judgment in his favor and against Defendant and award: compensatory damages for pain and suffering; consequential and incidental damages; attorneys' fees and costs, and any such further relief as the Court deems just and proper.

COUNT V: FALSE IMPRISONMENT

168. Mr. Sprague reasserts paragraphs 1-131 of this Complaint as if fully stated herein.
169. Mr. Sprague was arrested because Doral Volkswagen reported his truck stolen.
170. Mr. Sprague was ordered out of his truck, against his will, handcuffed, placed in a police cruiser and taken to a holding cell.
171. Mr. Sprague was held against his will for hours until he could be interviewed by Doral Police detectives.
172. Doral Police eventually released Mr. Sprague because they discovered, after interviewing him and completing an investigation, that they had no legal authority to continue to hold him.
173. Doral Volkswagen sold Mr. Sprague his truck, and made a mistake on the paperwork, then instead of diligently investigating, they decided to report Mr. Sprague's truck stolen on the same day they discovered the truck was missing.
174. As a direct and proximate result of Doral Volkswagen's actions, Mr. Sprague suffered damage related to misrepresentation of ownership, filing of a false police report, failing to process lawful title transfer, and failing to register Mr. Sprague's truck.

175. Mr. Sprague was wrongfully detained, subjected to a police felony stop, embarrassed in front of his peers, exposed to scorn by his Coast Guard leadership, and subjected to unknown tracking, violating his privacy.

176. Defendant's salesman, finance manager, and sales manager directly and It proximately caused Mr. Sprague to suffer significant physical damage to his lower back and emotional distress, which includes PTSD symptoms and anxiety, humiliation, reputational damage, and financial loss.

WHEREFORE, Mr. Sprague respectfully requests that this Court enter judgment in his favor and against Defendant and award: compensatory damages for pain and suffering; consequential and incidental damages; attorneys' fees and costs, and any such further relief as the Court deems just and proper.

COUNT VI: VIOLATION OF FDUTPA FLA STAT 501.204

177. Mr. Sprague reasserts paragraphs 1-135 of this Complaint as if fully stated herein.

178. At all times during his business with Doral Volkswagen, Mr. Sprague was a consumer as defined by FDUTPA.

179. At all times during its business with Mr. Sprague, Doral Volkswagen was engaged in commerce as defined by FDUTPA.

180. By advertising that it is a car dealership that buys and sells cars and failing to properly process Mr. Sprague's purchase of the AT4X truck, Doral Volkswagen engaged in unfair and deceptive acts or practices in the conduct of commerce as defined by FDUPTA.

181. Florida Statute, chapter 319 prohibits a car dealer from selling a car it does not have title to.

182. Doral Volkswagen did not transfer title to the AT4X truck to the dealership, then sold it. And by doing so, it engaged in an unfair and deceptive act or practice in the conduct of commerce as defined by FDUPTA,

183. Doral Volkswagen's sales manager admits that their policy is to put LoJack on every vehicle when it comes in, to combat theft.

184. Florida law requires that either the LoJack device be removed or the buyer of the vehicle must sign a waiver agreeing to purchase the vehicle with the LoJack tracker installed.

185. By preparing Mr. Sprague's AT4X truck for sale and failing to remove the LoJack tracker or obtain a written waiver from Mr. Sprague, that he was aware it was still installed, Doral Volkswagen engaged in unfair and deceptive acts or practices in the conduct of commerce as defined by FDUPTA, by failing to follow Florida State Statute 934.425(4)(e). Subsection (5) of the statute additionally carries severe criminal punishment for the parties who do not follow this statute.

186. Florida's constitution, Article 1, Section 23, protects citizens from government intrusion into their private life.

187. Doral Volkswagen's actions caused Mr. Sprague's whereabouts to be tracked by police, without his knowledge or consent, and for any lawful reason.

188. FDUPTA applies even if the unfair or deceptive act involves only a single party, transaction, or contract.

189. As a direct and proximate result of Doral Volkswagen's actions, Mr. Sprague suffered damage related to misrepresentation of ownership, filing of a false police report, failing to process lawful title transfer, and failing to register Mr. Sprague's truck.

190. Mr. Sprague was wrongfully detained, subjected to a police felony stop, embarrassed in front of his peers, exposed to scorn by his Coast Guard leadership, and subjected to unknown tracking, violating his privacy.

191. Defendant's salesman, finance manager, and sales manager directly and It proximately caused Mr. Sprague to suffer significant physical damage to his lower back and emotional distress, which includes PTSD symptoms and anxiety, humiliation, reputational damage, and financial loss.

WHEREFORE, Mr. Sprague respectfully requests that this Court enter judgment in his favor and against Defendant and award: compensatory damages for pain and suffering; consequential and incidental damages; attorneys' fees and costs, and any such further relief as the Court deems just and proper.

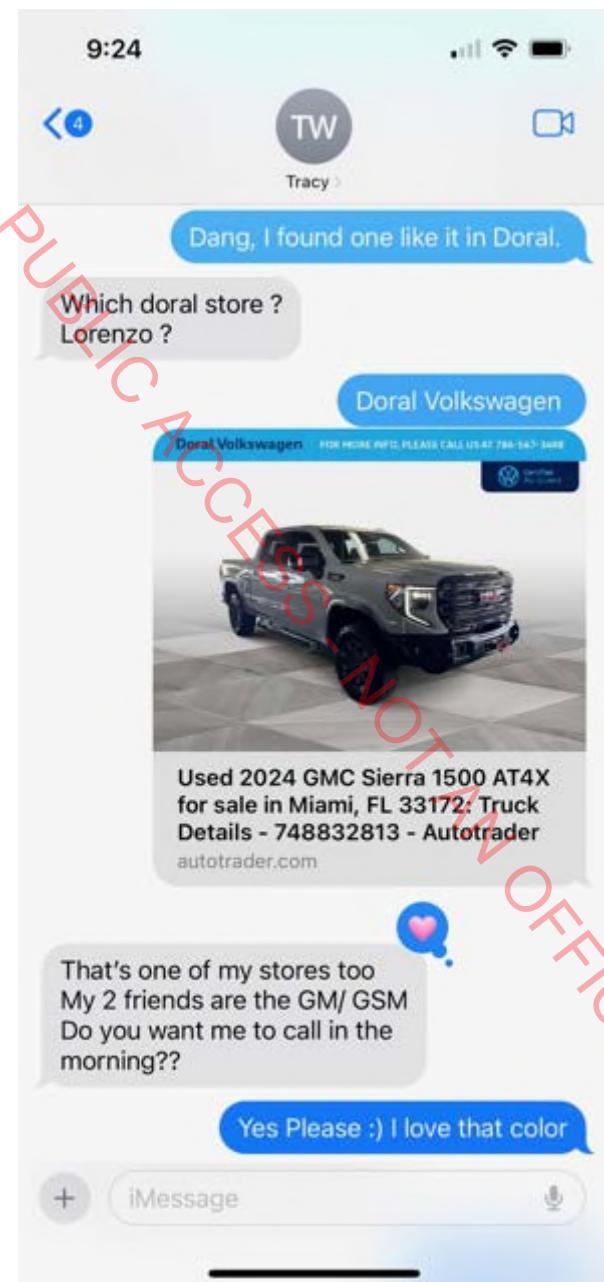
Dated July 28, 2025.

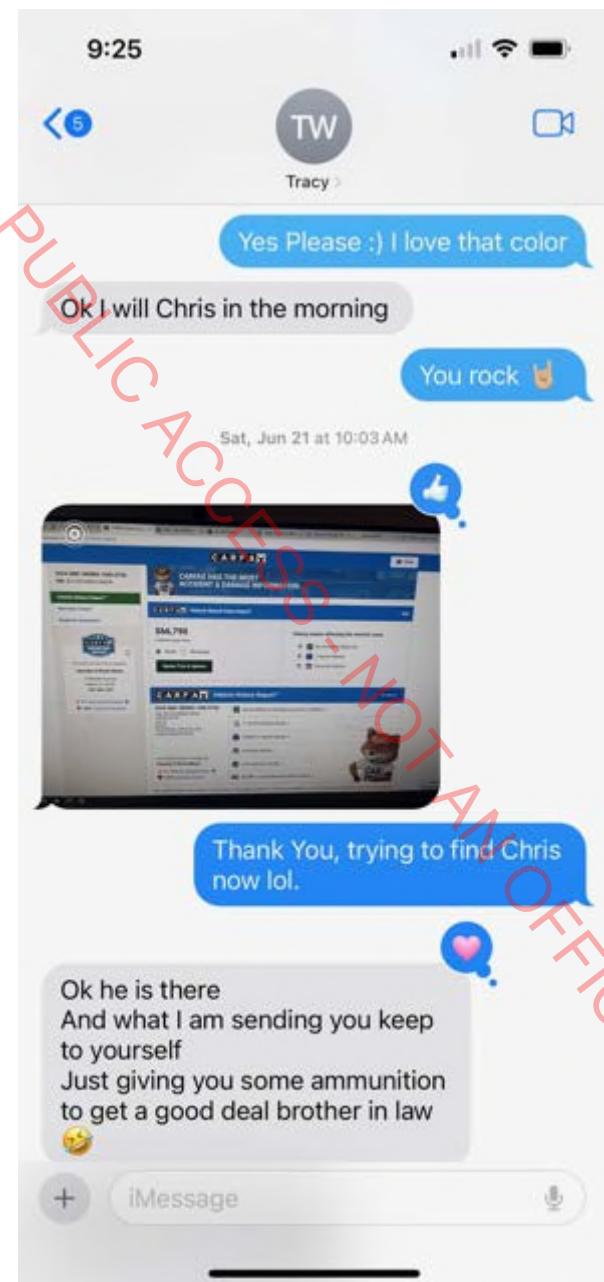
Respectfully Submitted,

/s/*Ignacio M. Alvarez*
Ignacio M. Alvarez
Florida Bar No. 40572
Gavin L. Sinclair
Florida Bar No. 1058321

ALGO Law Firm, LLP
815 Ponce De Leon Blvd.
Suite 101
Coral Gables, Florida 33132
T: (305) 723-1876
Imalvarez@algofirm.com
gsinclair@algofirm.com

COMPOSITE EXHIBIT “A”





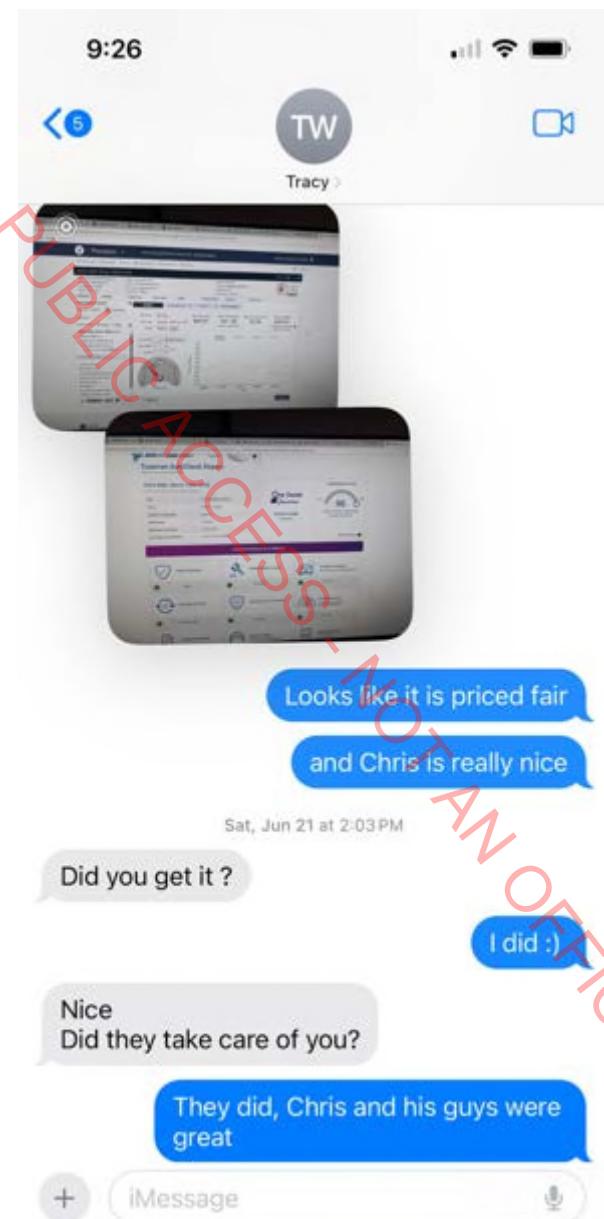


EXHIBIT “B”

IMPORTANT INFORMATION

SECTION 316.613, Florida Statues, requires every operator of a motor vehicle transporting a child in a passenger car, van, motorcycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used.

For limited exceptions, see s. 316.613, F.S.

S. 316.605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, instead for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on the roads of this state.

S. 316.62 and 627.731, F.S., require personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or by mail to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privileges from being suspended.

Mail To:
SHANE PHILLIP SPRAGUE
125
SL

CO/ADY 07/15 Tel: 2159051145
Ext:

FLORIDA TRUCK/TRACTOR REGISTRATION

PLATE	29EBET	DECAL	07368030	Expires	Midnight Wed 04/08/2026
Y/M/K	2024/GMC	BODY	TK	COLOR	GRY
VIN	3GTUUF6E6RG168838			TITLE	1543285111
Plate Type	RGS	NET WT	6945	GVW	7300
DLT/FEID	S162785791288			Reg. Tax	\$5.03
Date Issued	07/01/2025	Plate Issued	11/03/2023	Int. Reg.	Tax Month
				County Tax	9
				Mail Fee	Black Tax Min
				Sales Tax	Credit Class
				Voluntary Tax	Credit Months
				Grand Total	9

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be surrendered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the operator drives the inaccurate information submitted for this registration.

RGS - SUNSHINE STATE

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

EXHIBIT "C"



Professional Services, Inc.



USCGA Incident Statement

Date of Incident: Monday 07/01/2025 Time of Incident: 13:05

Incident Location: USCG AIRSTATION MIAMI FRONT GATE Reporting Party: James Moesch

Vehicle Description: White Toyota SUV Vehicle Registration: N/A

List all involved individuals including witnesses

Full Name	Telephone Number	Witness / Officer
1.James Moesch	(786)205-9916	Witness <input checked="" type="checkbox"/> Officer
2.OOD Jones	1 (305) 240-0630	<input checked="" type="checkbox"/> Witness <input type="checkbox"/> Officer
3.		Witness <input type="checkbox"/> Officer

Describe the facts of the incident. Please include all information that may be relevant. Be thorough and objective. Please print clearly, sign and date this form

At approximately 1305 hours on Tuesday, July 1, 2025, while positioned near the front gate at Air Station Miami, I, Officer James Moesch, observed a white crossover SUV with two unidentified Latino males pull up and park just outside the security gate, in close proximity to my personal vehicle. The individuals remained seated in the vehicle for several minutes without exiting, prompting me to approach and engage them to assess their intentions.

Upon contact, the individuals claimed they were attempting to gain access to the base in order to locate a vehicle they believed to be stolen. They stated their GPS tracking system had indicated the vehicle—a white Volkswagen—was located somewhere within the installation, specifically near the flightline gate parking area.

I inquired further about their credentials and intentions. Neither individual possessed the proper identification or authorization required to access the installation. I immediately notified my chain of command, beginning with my Captain, who directed that base access be denied. I then escalated the incident to the Officer of the Day (OOD), identified as Officer Jones.

While awaiting OOD arrival, I continued questioning the individuals for specifics on the alleged stolen vehicle. They were unable to provide a license plate number, VIN, or the name of any subject involved. When asked if the suspect was affiliated with the active-duty Coast Guard, they could not confirm. Due to the vague and inconsistent responses, I began to view the situation with increased suspicion.

At one point during questioning, the individuals changed their narrative, claiming to be vehicle repossession agents. I advised them that repossession activity is not permitted on military installations. Upon being told this, they reverted their story to the vehicle being stolen.

Before OOD Jones arrived, the individuals abruptly exited the area in a reckless manner, verbally stating, "Don't worry, we're going to catch this motherf***er," as they departed.

Upon arrival, I briefed OOD Jones with all relevant details, as documented in this report.

Considering the individuals' earlier claim about the GPS pinning the vehicle inside the base, and knowing there are multiple possible access points to the airfield via adjacent facilities, I conducted a precautionary perimeter patrol of all alternate entry points. The patrol yielded no signs of unauthorized access or suspicious activity. All areas were confirmed secure.

Final Disposition:

No further incident observed. Access was denied to unauthorized individuals. Patrol of perimeter was conducted with no breach identified. Report submitted for documentation and further command awareness.

Reporting Officer:

Officer James Moesch

Security Division – Air Station Miami

Knowingly providing false information is in violation of 10 US Code 907-107 and Federal Code 18 USC-1001.

Signature: JAMES M MOESCH Today's Date: 07/02/2025

EXHIBIT “D”

Doral Police Department

Incident Case Number: 250701-011091

Reporting Agency: Doral Police Department

Print Date/Time: 07/03/2025 10:41:36

**Disclaimer: The information contained within this report is
reflective of the investigation at the date and time of its printing.**

<p>Agency Name <i>Doral Police Department</i></p> <p>ORI <i>FL 0131100</i></p>				<p>INCIDENT REPORT PUBLIC COPY</p>								<p>Case# <i>250701-011091</i></p> <p>Date / Time Reported <i>07/01/2025 13:41 Tue</i></p> <p>Last Known Secure <i>07/01/2025 13:40 Tue</i></p>		
<p>Location of Incident <i>10400-BLK Nw 12th St, Doral FL 33172</i></p>				<p>Premise Type <i>Auto Dealership New/used</i></p>			<p>Zone/Tract</p>		<p>To <i>07/01/2025 13:41 Tue</i></p>					
I N C I D E N T D A T A M O	<p>#1 Crime Incident(s) (Com) <i>Theft Of Automobile TVA</i></p>				<p>Weapon / Tools</p>						<p>Activity</p>			
					<p>Entry</p>			<p>Exit</p>			<p>Security</p>			
#2	<p>Crime Incident ()</p>				<p>Weapon / Tools</p>						<p>Activity</p>			
					<p>Entry</p>			<p>Exit</p>			<p>Security</p>			
#3	<p>Crime Incident ()</p>				<p>Weapon / Tools</p>						<p>Activity</p>			
					<p>Entry</p>			<p>Exit</p>			<p>Security</p>			
<p># of Victims <i>1</i> Type: BUSINESS Injury: None Domestic: N</p>														
V I C T I M	<p>Victim/Business Name (Last, First, Middle) <i>DORAL VW</i></p>					<p>Victim of Crime # <i>1</i></p>	<p>DOB</p>	<p>Race</p>	<p>Sex</p>	<p>Relationship To Offender</p>	<p>Resident Status</p>	<p>Military Branch/Status</p>		
												<i>N/A</i>		
	<p>Home Address</p>										<p>Home Phone</p>			
	<p>Employer Name/Address</p>										<p>Business Phone</p>		<p>Mobile Phone</p>	
<p>VYR 2024</p>		<p>Make <i>GMC</i></p>	<p>Model <i>AT4X</i></p>	<p>Style <i>PK</i></p>	<p>Color <i>GRY/GRY</i></p>	<p>Lic/Lis <i>, FL</i></p>	<p>VIN <i>3GTUUFE86RG168838</i></p>							
<p>CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)</p>														
O T H E R S I N V O L V E D	<p>Type: INDIVIDUAL Injury:</p>													
	Code <i>RP</i>	<p>Name (Last, First, Middle) <i>FERNANDEZ, DANIEL RAUL</i></p>					<p>Victim of Crime #</p>	<p>DOB</p>	<p>Race</p>	<p>Sex</p>	<p>Relationship To Offender</p>	<p>Resident Status</p>	<p>Military Branch/Status</p>	
	<p>Age <i>33</i> <i>W M</i></p>													
	<p>Home Address</p>										<p>Home Phone</p>			
<p>Employer Name/Address</p>										<p>Business Phone</p>		<p>Mobile Phone</p>		
<p>Type: Injury:</p>														
Code	<p>Name (Last, First, Middle)</p>					<p>Victim of Crime #</p>	<p>DOB</p>	<p>Race</p>	<p>Sex</p>	<p>Relationship To Offender</p>	<p>Resident Status</p>	<p>Military Branch/Status</p>		
<p>Age</p>														
<p>Home Address</p>										<p>Home Phone</p>				
<p>Employer Name/Address</p>										<p>Business Phone</p>		<p>Mobile Phone</p>		
<p>L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found ("OJ" = Recovered for Other Jurisdiction)</p>														
P R O P E R T Y	VI #	Code	Status Frm/Tc	Value	OJ	QTY	<p>Property Description</p>			<p>Make/Model</p>			<p>Serial Number</p>	
	<i>1</i>	<i>PASS</i>	<i>7</i>	<i>\$61,055.00</i>		<i>1</i>	<i>2024 GRY/GRY</i>	<i>FL</i>	<i>GMC At4x</i>			<i>3GTUUFE86RG168838</i>		
<p>Officer/ID# <i>EVORA, C. (PATL, I) (CE431)</i> Outstanding Stolen Val [Total Stolen]: \$61,055.00 [\$61,055.00]</p>														
<p>Invest ID# <i>PINO, A. (GIU, VICE) (AP864)</i> Supervisor <i>ROJAS, B. (PATL, I) (BR408)</i></p>														
Status	<p>Complainant Signature</p>				<p>Case Status <i>Active</i></p>		<p>Case Disposition:</p>						<p>Page 1</p>	

INCIDENT/INVESTIGATION REPORT

Doral Police Department

Case # 250701-011091

NARRATIVE

On July 2025, at 1:51 P.M. this Officer was dispatched to 10455 NW 12th Street (Doral VW) reference a stolen vehicle.

Upon arrival this Officer met with the reporting party, Daniel Raul Fernandez, who is the Manager at Doral VW. Daniel Raul Fernandez advised that on today's date at approximately 8:30 A.M. they noticed their 2024 GMC AT4X missing off the lot. After doing research they noticed that the vehicle has been missing since May 21, 2025. The vehicle was not sold and is still part of their inventory. The vehicle had active Lo Jack system and was tracking the vehicle to the area of the Opa Locka airport. No Cameras on scene as the building is new.

Lo Jack was contacted and entered as stolen, Lo Jack case 12271528.

The Doral Vice Unit was contacted who responded to the area and took over the investigation.

BOLO was issued to BSO reference the Lo Jack Tracking.

NIC# V806982815

EXHIBIT “E”



Ahtna
Professional Services, Inc.

USCGA Incident Statement

Date of Incident: July 1st 2025

Time of Incident: 1420 ~

Incident Location: front gate question station m.i.a Reporting Party: officer

Vehicle Description: NIA

Vehicle Registration: NIA

List all involved individuals including witnesses

Full Name	Telephone Number	Witness / Officer
1. Alan Craig Levesque	NIA	Witness Officer
2. Edsel Vichot	786 691 8767	Witness Officer
3. Joshua Taylor Jones (OOD)	786 515 3334 NIA	Witness Officer Witness

Describe the facts of the incident. Please include all information that may be relevant. Be thorough and objective. Please print clearly, sign and date this

form. I arrived to work 1400 July 1st. Taylor + Moesch gave me a passdown that white SUV came to Repossess a car. Around 1420 Two doral Police officers came to find a stolen car that was pinged to 14750 NW 44 court at 11 AM. Taylor called OOD Jones. OOD Jones brought Alan Craig Levesque to doral Police because his truck matched the stolen car description. Jones + myself Vichot took Alan and a doral officer to check the car. The vin did not match and they got a ping (doral Police) that the car was now in broadway. They were looking for. I took a picture of one officer talking to Alan for safety. Sent the picture to Josh Taylor.

A photograph showing two men standing near a silver SUV on a paved area. One man is leaning against the front of the vehicle, holding a clipboard and a pen, while the other man stands beside him, looking down at something in his hands. In the background, there are several palm trees and a large, light-colored building, possibly a warehouse or industrial facility. The sky is overcast. A blue post with a small white sign that has a blue letter 'C' on it is visible in the foreground on the right. A yellow and black striped barrier is on the ground in front of the vehicle.



EXHIBIT “F”



MAILING: 150 NORTH BARTLETT ST. MEDFORD OR 97501 | 855.723.2669
DIRECT DISPUTES: ATTN: DISPUTE RESOLUTION 150 NORTH BARTLETT ST. MEDFORD OR 97501
customerservice@drivewayfinancecorp.com | www.drivewayfinancecorp.com

07/07/2025

Shane Sprague
SUNRISE, FL 33323

RE: Retail Installment Contract 910325639 for 2024 CHEVROLET SILVERADO 1500

Dear Shane Sprague:

We are writing to inform you that the transaction for the above-described contract has been canceled at the request of Doral Volkswagen. Please contact Doral Volkswagen at 786 610 7750 if you have any questions or concerns.

Sincerely,

Driveway Finance Corporation
Phone: 1-855-723-2669

EXHIBIT “G”



Doral
Volkswagen

10455 NW 12th St, Ste. C
Miami, FL 33172

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Doral Volkswagen

DORAL VOLKSWAGEN #542
10455 NW 12th St Suite C
Miami, FL 33172-2736
Phone: (786) 610-7750
www.vwdoral.com

usbank

5425519 24-22
1230

DATE
09JUL25

PAY THIS AMOUNT

*****16,500	DOLLARS	00	CENTS
-------------	---------	----	-------

AMOUNT OF CHECK

*****16,500.00

1026258

VOID AFTER 120 DAYS
OVER \$40,000.00 TWO SIGNATURES REQUIRED

TO
THE
ORDER
OF

SHANE PHILLIP SPRAGUE
SUNRISE FL 33323-1547

AUTHORIZED SIGNATURE

#0000 542