

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

PHILLIP DANIEL MARTINS,

Plaintiff,

CASE NO:

vs.

CARMAX AUTO SUPERSTORES, INC.,

a foreign profit corporation,

Defendant,

_____/

COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF

COMES NOW, the Plaintiff, **PHILLIP DANIEL MARTINS**, by and through Pro
Se, and hereby sues the Defendant, **CARMAX AUTO SUPERSTORES, INC.**, and
alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, **PHILLIP DANIEL MARTINS**, is a resident of Palm Beach County, Florida, and at all times material hereto was a consumer protected under Florida Statutes § 501.201 et seq.
2. Defendant, **CARMAX AUTO SUPERSTORES, INC.**, is a foreign corporation headquartered in Virginia and authorized to conduct business in Florida with a registered agent for service of process being the **Chief Financial Officer, Florida Department of Financial Services, 200 East Gaines Street, Tallahassee, FL 32399**.
3. Venue is proper in Palm Beach County under § 47.051, Florida Statutes, as the cause of action arose from a vehicle transaction occurring at **CarMax's Broward County location**, and Plaintiff resides in this jurisdiction.
4. The amount in controversy exceeds \$200,000, exclusive of interest, costs, and attorney's fees.

FACTUAL ALLEGATIONS

5. On or about **April 2, 2024**, Plaintiff purchased a **BMW** from Defendant CarMax and traded in his previously insured vehicle, which was covered by a **Geico policy** (proof attached).

6. The CarMax salesperson failed to request that Plaintiff transfer his current insurance policy to the new vehicle or assist him in complying with Florida law requiring financial responsibility on financed vehicles.
 7. Instead, the salesperson instructed Plaintiff to provide past insurance information and, without Plaintiff's informed consent, included a **2019 canceled insurance policy** in an official affidavit falsely asserting the BMW was insured.
 8. This forged or knowingly false affidavit constitutes **fraud** and exposed the Plaintiff and the public to grave risk.
 9. Shortly after the purchase, the BMW was involved in a serious accident. Due to lack of valid insurance, Plaintiff's driver's license was suspended, and he continues to owe payments on a totaled, unrecovered vehicle now sitting in a tow yard.
 10. Despite repeated communications, CarMax has refused to assist or acknowledge wrongdoing and instead has maintained a position of denial through legal counsel.
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CAUSES OF ACTION

COUNT I – NEGLIGENCE

11.Plaintiff realleges Paragraphs 1–10.

12.CarMax had a duty of care to ensure the consumer was properly insured before finalizing a vehicle sale, especially one involving financing and trade-in.

13.Defendant breached this duty by failing to verify coverage, falsely representing prior insurance coverage, and allowing Plaintiff to leave without any valid insurance.

14.As a direct result, Plaintiff suffered actual damages including the loss of the vehicle, financial liability, suspension of license, emotional distress, and continuing hardship.

WHEREFORE, Plaintiff demands judgment for damages in excess of \$200,000 plus costs and any further relief deemed just.

COUNT II – FRAUDULENT MISREPRESENTATION

15.Plaintiff realleges Paragraphs 1–10.

16.Defendant, through its agent, knowingly included false information in an affidavit regarding an insurance policy that had been canceled in 2019.

17. Plaintiff relied on CarMax's assurance that insurance compliance was in order and was unaware the affidavit submitted was falsified.

18. The misrepresentation was intentional, material, and designed to ensure the sale, regardless of legal compliance.

WHEREFORE, the Plaintiff seeks punitive damages, compensatory relief, and costs in excess of \$50,000.

COUNT III – VIOLATION OF FDUTPA (Fla. Stat. § 501.201)

19. Plaintiff realleges Paragraphs 1–10.

20. CarMax's conduct constitutes deceptive, unfair trade practices by misrepresenting insurance coverage and failing to comply with the duties required of car dealers.

21. These actions caused foreseeable harm and constituted violation of consumer protection standards under both **state and federal law**, including:

- **Florida Administrative Code 15C-21.001**
- **49 C.F.R. § 390.21**
- **FTC Act § 5**

22. Defendant's legal department refused to cooperate during pre-suit investigation, compounding the harm.

WHEREFORE, the Plaintiff seeks damages, equitable relief, injunctive relief, attorneys' fees under § 501.2105, and all costs incurred.

COUNT IV – BREACH OF DUTY OF GOOD FAITH & FAIR DEALING

23.Plaintiff realleges Paragraphs 1–10.

24.By entering a financing agreement, CarMax had an implied obligation to act in good faith and deal fairly with Plaintiff.

25.Falsifying insurance documents and failing to assist in coverage transfer is a breach of that duty.

26.Plaintiff has continued making payments on a totaled vehicle, amounting to ongoing financial abuse.

WHEREFORE, Plaintiff seeks rescission of the financing agreement, cancellation of the remaining debt, and full restitution.

COUNT V – DECLARATORY JUDGMENT (Fla. Stat. § 86.011)

27.Plaintiff realleges Paragraphs 1–10.

28.Plaintiff requests this Court declare that the vehicle sale and financing contract are void due to fraud and misrepresentation and that Plaintiff has no remaining legal obligation on the BMW.

WHEREFORE, Plaintiff prays for a declaration voiding all obligations under the vehicle contract and granting any other equitable relief.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court:

1. Enter judgment against Defendant for:
 - Compensatory damages;
 - Punitive damages;
 - Declaratory and equitable relief;
 - Cancellation of remaining financial obligations;
 - Attorneys' fees and court costs.
 2. Award any such further relief deemed just and proper.
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DEMAND FOR JURY TRIAL

The plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

PHILLIP DANIEL MARTINS, Pro se
160 W Camino Real # 102
Boca Raton, FL 33432

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Complaint for Damages and Injunctive Relief has been furnished via electronic E-mail to the defendant at the following address:

Email: Maggie D. Finnegan, maggie_finnegan@carmax.com; Lisa Mondejar lisa_a_mondejar@carmax.com; Cindy Beale, cindy_beale@carmax.com; on June 2, 2025. And by the proper judicial served at the defendant attorney address filed in court which is: Maggie D. Finnegan | Associate General Counsel

Director, Litigation CarMax | 12800 Tuckahoe Creek Parkway, Richmond, Virginia 23238. Florida Department of Financial Services – Legal Service of Process
200 East Gaines Street
Tallahassee, FL 32399-0300

Email for instructions: askDFS@myfloridacfo.com

Respectfully submitted,

PHILLIP DANIEL MARTINS
160 W Camino Real # 102
Boca Raton, FL 33432
(786) 588-1202