

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CATHY KING, as the Personal
Representative for the Estate of Destiny Marie
Byassee, Deceased,

Plaintiff,

Case No.: _____

v.

JILIN PROVINCE DETIANNUO SAFETY
TECHNOLOGY CO., LTD., ELRAC, LLC
d/b/a "Enterprise Rent-A-Car", COX
AUTOMOTIVE, INC. d/b/a "Manheim
Auctions", DRIVETIME AUTOMOTIVE
GROUP, INC., JUMBO AUTOMOTIVE,
INC., and HAIM LEVY,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, through her undersigned counsel, to sue the Defendants, JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO., LTD., ELRAC, LLC d/b/a "Enterprise Rent-A-Car", COX AUTOMOTIVE, INC. d/b/a "Manheim Auctions", DRIVETIME AUTOMOTIVE GROUP, INC., JUMBO AUTOMOTIVE, INC., and HAIM LEVY, for the causes of action stated herein. In support thereof, Plaintiff states:

THE PARTIES

1. At all times material hereto, Destiny Marie Byassee (hereinafter, "Ms. Byassee"), was a Florida citizen and resident.

2. On June 12, 2023, Ms. Byassee died as a result of the causes of action stated in this Complaint.

3. Plaintiff, CATHY KING, has been appointed Personal Representative for the Estate of Destiny Marie Byassee. A true and correct copy of the Letters of Administration is attached hereto as “Exhibit A” and is incorporated herein by reference.

4. All potential beneficiaries of a recovery for wrongful death and their relationship to Ms. Byassee are identified as follows:

- a. The Estate of Destiny Marie Byassee c/o Cathy King as the Personal Representative;
- b. Ernesto Donovan Barrientes, surviving spouse of Destiny Marie Byassee;
- c. A.B., first surviving minor child of Destiny Marie Byassee;
- d. A.B., second surviving minor child of Destiny Marie Byassee; and
- e. Loretta Simmons, surviving mother of Destiny Marie Byassee.

5. Defendant, JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO., LTD. (hereinafter, “Jilin”), is a Chinese company. Jilin may be served with process through the Hague Convention at No. 5, Xinkai Road, Xinxing Town of Yitong County, Siping City of Jilin Province.

6. Defendant, ELRAC, LLC d/b/a “Enterprise Rent-A-Car” (hereinafter, “Enterprise”), is a Delaware limited liability company. Enterprise may be served with process on its registered agent: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

7. Defendant, COX AUTOMOTIVE, INC. d/b/a “Manheim Auctions” (hereinafter, Manheim”), is a Delaware corporation. Manheim may be served with process on its registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

8. Defendant, DRIVETIME AUTOMOTIVE GROUP, INC. (hereinafter, "DriveTime"), is a Delaware corporation. DriveTime may be served with process on its registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

9. Defendant, JUMBO AUTOMOTIVE, INC. (hereinafter "Jumbo"), is a Florida corporation. Jumbo may be served with process on its in-state registered agent: Haim Levy, 1205 N. 21st Avenue, Hollywood, FL 33020.

10. Defendant, HAIM LEVY (hereinafter, "Levy"), is a Florida citizen and resident who lives in Broward County, Florida. Levy may be served with process at 1205 N. 21st Avenue, Hollywood, FL 33020.

JURISDICTION & VENUE

11. This Court has subject matter jurisdiction because the amount in controversy exceeds \$50,000, exclusive of fees, costs, and interest.

12. This Court is authorized to exercise personal jurisdiction over Jilin pursuant to the Florida Long-Arm Statute for at least the following reasons:

- a. Jilin operates, conducts, engages in, or carries on a business or business venture in Florida or has an office or agency in Florida;
- b. Jilin committed a tortious act within Florida;
- c. Jilin caused injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Jilin was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Jilin anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use;
- d. Jilin has sufficient minimum contacts with Florida such that it can be said that Jilin purposefully availed itself of Florida's jurisdiction;
- e. Jilin regularly does business in Florida by advertising, promoting, and selling motor vehicle parts and airbag system components to Florida residents and consumers;

- f. Jilin regularly enters into contracts and agreements with Florida residents and consumers relating to the purchase and sale of motor vehicle parts and airbag system components;
- g. Jilin regularly ships motor vehicle parts and airbag system components into Florida and to Florida residents and consumers;
- h. Jilin regularly communicates with Florida residents and consumers—including by mail, email, telephone, text message, and WhatsApp messenger—about the sale, distribution, and use of Jilin’s motor vehicle parts and airbag system components;
- i. Plaintiff’s claims directly arise out of and relate to Jilin’s contacts with Florida;
- j. The exercise of personal jurisdiction over Jilin in Florida would not offend traditional notions of fair play and substantial justice, would be reasonable, would not unduly burden Jilin, and would not violate Jilin’s due process rights;
- k. This Court affords the most convenient and efficient forum for the litigation of the parties’ dispute;
- l. There is no other alternative forum available to Plaintiff to obtain legal redress for Plaintiff’s claims;
- m. Florida has a substantial interest in providing legal redress to Plaintiff for the claims asserted in this action; and
- n. Public policy favors litigating the parties’ dispute in this Florida Court.

13. This Court is authorized to exercise personal jurisdiction over Enterprise pursuant to the Florida Long-Arm Statute for at least the following reasons:

- a. Enterprise operates, conducts, engages in, or carries on a business or business venture in Florida or has an office or agency in Florida;
- b. Enterprise committed a tortious act within Florida;
- c. Enterprise caused injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Enterprise was engaged in solicitation or service activities within Florida, or (ii) products,

materials, or things processed, serviced, or manufactured by Enterprise anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use;

- d. Enterprise has sufficient minimum contacts with Florida such that it can be said that Enterprise purposefully availed itself of Florida's jurisdiction;
- e. Enterprise regularly does business in Florida by advertising, promoting, selling, and renting motor vehicles in Florida and to Florida residents and consumers;
- f. Enterprise regularly enters into contracts and agreements with Florida residents and consumers relating to the purchase, sale, and rental of motor vehicles;
- g. Enterprise regularly communicates with Florida residents and consumers—including by mail, email, telephone, text message, and social media—about the sale, distribution, rental, and use of Enterprise's vehicles;
- h. Plaintiff's claims directly arise out of and relate to Enterprise's contacts with Florida;
- i. The exercise of personal jurisdiction over Enterprise in Florida would not offend traditional notions of fair play and substantial justice, would be reasonable, would not unduly burden Enterprise, and would not violate Enterprise's due process rights;
- j. This Court affords the most convenient and efficient forum for the litigation of the parties' dispute;
- k. There is no other alternative forum available to Plaintiff to obtain legal redress for Plaintiff's claims;
- l. Florida has a substantial interest in providing legal redress to Plaintiff for the claims asserted in this action; and
- m. Public policy favors litigating the parties' dispute in this Florida Court.

14. This Court is authorized to exercise personal jurisdiction over Manheim pursuant to the Florida Long-Arm Statute for at least the following reasons:

- a. Manheim operates, conducts, engages in, or carries on a business or business venture in Florida or has an office or agency in Florida;
- b. Manheim committed a tortious act within Florida;
- c. Manheim caused injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Manheim was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Manheim anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use;
- d. Manheim has sufficient minimum contacts with Florida such that it can be said that Manheim purposefully availed itself of Florida's jurisdiction;
- e. Manheim regularly does business in Florida by advertising, promoting, auctioning, and selling motor vehicles in Florida and to Florida residents and consumers;
- f. Manheim regularly enters into contracts and agreements with Florida residents and consumers relating to the auctioning, purchase, and sale of motor vehicles;
- g. Manheim regularly communicates with Florida residents and consumers—including by mail, email, telephone, text message, and social media—about the auctioning, sale, distribution, and use of vehicles in Florida;
- h. Plaintiff's claims directly arise out of and relate to Manheim's contacts with Florida;
 - i. The exercise of personal jurisdiction over Manheim in Florida would not offend traditional notions of fair play and substantial justice, would be reasonable, would not unduly burden Manheim, and would not violate Manheim's due process rights;
 - j. This Court affords the most convenient and efficient forum for the litigation of the parties' dispute;
 - k. There is no other alternative forum available to Plaintiff to obtain legal redress for Plaintiff's claims;
 - l. Florida has a substantial interest in providing legal redress to Plaintiff for the claims asserted in this action; and

m. Public policy favors litigating the parties' dispute in this Florida Court.

15. This Court is authorized to exercise personal jurisdiction over DriveTime pursuant to the Florida Long-Arm Statute for at least the following reasons:

- a. DriveTime operates, conducts, engages in, or carries on a business or business venture in Florida or has an office or agency in Florida;
- b. DriveTime committed a tortious act within Florida;
- c. DriveTime caused injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) DriveTime was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by DriveTime anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use;
- d. DriveTime has sufficient minimum contacts with Florida such that it can be said that DriveTime purposefully availed itself of Florida's jurisdiction;
- e. DriveTime regularly does business in Florida by advertising, promoting, selling, and leasing motor vehicles in Florida and to Florida residents and consumers;
- f. DriveTime regularly enters into contracts and agreements with Florida residents and consumers relating to the purchase, sale, and lease of motor vehicles;
- g. DriveTime regularly communicates with Florida residents and consumers—including by mail, email, telephone, text message, and social media—about the sale, lease, distribution, and use of vehicles in Florida;
- h. Plaintiff's claims directly arise out of and relate to DriveTime's contacts with Florida;
- i. The exercise of personal jurisdiction over DriveTime in Florida would not offend traditional notions of fair play and substantial justice, would be reasonable, would not unduly burden DriveTime, and would not violate DriveTime's due process rights;

- j. This Court affords the most convenient and efficient forum for the litigation of the parties' dispute;
 - k. There is no other alternative forum available to Plaintiff to obtain legal redress for Plaintiff's claims;
 - l. Florida has a substantial interest in providing legal redress to Plaintiff for the claims asserted in this action; and
 - m. Public policy favors litigating the parties' dispute in this Florida Court.
16. This Court is authorized to exercise personal jurisdiction over Jumbo because Jumbo is a Florida corporation that may fairly be regarded as "at home" in Florida.
17. This Court is authorized to exercise personal jurisdiction over Levy because Levy is a Florida citizen and resident who may fairly be regarded as "at home" in Florida.
18. Venue is proper in this Court because Jumbo and Levy reside in Broward County, Florida.

FACTUAL ALLEGATIONS

19. At all times material hereto, Jilin is a Chinese company that is in the business of and derives substantial revenue from designing, manufacturing, selling, distributing, and shipping counterfeit vehicle airbag components into the United States and Florida.
20. At all times material hereto, Enterprise is in the business of and derives substantial revenue from owning and operating a nationwide chain of rental car agencies through which Enterprise advertises and rents motor vehicles to consumers, including in Florida. As part of its business, Enterprise also purchases vehicles and makes vehicles available for purchase to the general consuming public, including in Florida.
21. At all times material hereto, Manheim is in the business of and derives substantial revenue from owning and operating the world's largest wholesale vehicle auction company through which Manheim auctions and facilitates the sale of motor vehicles, including in Florida.

As part of its business, Manheim also provides financing, title work, vehicle transportation services, vehicle recovery, vehicle repair, dealership management services, and automotive reconditioning and re-marketing services throughout the country, including in Florida.

22. At all times material hereto, DriveTime is in the business of and derives substantial revenue from owning and operating a nationwide chain of car dealerships through which DriveTime advertises, purchases, sells, and leases a wide range of vehicles, including in Florida. As part of its business, DriveTime services and repairs the vehicles it sells, either directly itself or through hired third parties.

23. At all times material hereto, Jumbo is in the business of and derives substantial revenue from owning and operating a vehicle repair shop in Broward County, Florida.

24. At all times material hereto, Levy owns, operates, and is employed by Jumbo. Levy serves as Jumbo's primary vehicle mechanic.

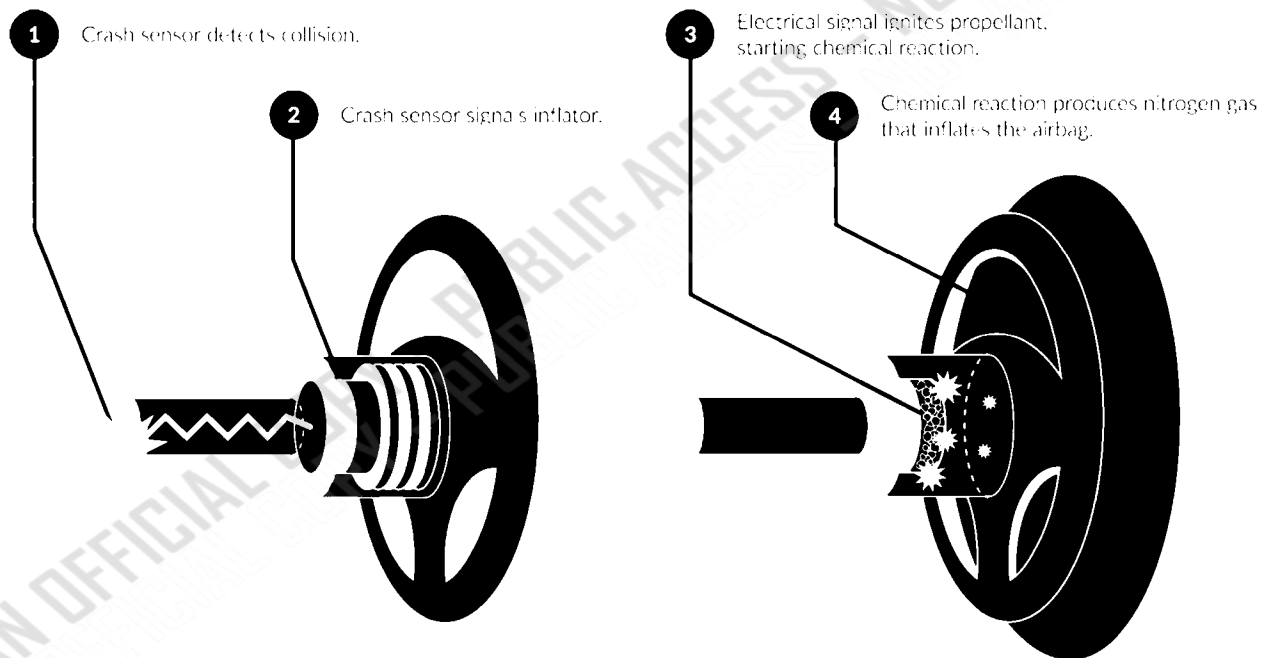
25. General Motors is responsible for designing, manufacturing, and performing the final assembly of the 2020 Chevrolet Malibu with Vehicle Identification Number (VIN) 1G1ZD5ST0LF100643 (hereinafter, the "subject Chevy Malibu").

26. As originally designed and manufactured, the subject Chevy Malibu was equipped with a functioning supplemental restraint system that was intended to minimize injury to vehicle occupants during collisions of sufficient magnitude. As part of its original design and manufacture, the subject Chevy Malibu's supplemental restraint system included a front driver-side airbag system and a front driver-side seatbelt pretensioner.

27. The subject Chevy Malibu's driver-side front airbag system was designed to operate and function through various components, including collision sensors, an airbag control unit, and an airbag module, which contains the airbag inflator and cushion. When collision sensors in the vehicle detect a collision, a signal is sent to the vehicle's airbag control unit. The signal

sent from the sensors to the airbag control unit is then processed, and the airbag control unit determines the severity of the impact based on the input data. If the airbag control unit determines that airbag deployment is necessary, it sends a signal to the airbag module to initiate the inflator.

28. The inflator itself consists of two components encased in a metal canister: (1) an ignitor and (2) propellant. The propellant is usually pressed into wafers or pellets and is encased in a metal canister. The ignition of the propellant causes an explosive chemical reaction that emits gas, resulting in the rapid inflation and deployment of the airbag cushion through the vehicle's steering wheel cover. The following images accurately depict the designed and intended function of the subject Chevy Malibu's driver-side front airbag system:



29. As the force of the collision reaches the driver, she begins to move forward. By this time, the airbag is designed to be fully inflated and ready to receive and restrain the driver's forward movement. The airbag is designed to inflate within a predetermined time limit in the range of fractions of a second, but only with the force necessary to cushion the driver and protect her from colliding with the vehicle's interior.

30. The subject Chevy Malibu's front driver-side seatbelt pretensioner is designed to function under a similar theory of operation as the vehicle's front driver-side airbag. During a collision of sufficient magnitude where the front driver-side airbag is signaled to deploy, the vehicle's front driver-side seat belt pretensioner will also deploy through a small, controlled chemical explosion to restrain a driver in place and ensure that the driver does not strike interior vehicle components during the collision and remains in the best possible occupant position to benefit from the vehicle's airbag cushion.

31. The subject Chevy Malibu's OEM front driver-side airbag and front driver-side seatbelt pretensioner are designed to be single use vehicle components. After being involved in a crash that causes the subject Chevy Malibu's front driver-side airbag and seatbelt pretensioner to deploy, the front driver-side airbag module and the front driver-side seatbelt pretensioner must be removed and replaced with new components that comply with federal standards and the manufacturer's designed specifications for the vehicle.

32. After General Motors manufactured the subject Chevy Malibu, Enterprise purchased the subject Chevy Malibu and placed the vehicle in its rental fleet for consumers to rent and use.

33. On or about September 24, 2022, the subject Chevy Malibu was involved in a collision that caused the front driver-side airbag and front driver-side seatbelt pretensioner to deploy. The damage to the subject Chevy Malibu from the crash was so significant that the vehicle should have been classified as a total loss, issued a salvage title, and removed from service.

34. Rather than classify the subject Chevy Malibu as a total loss, issue a salvage title, and remove the vehicle from service, Enterprise contracted with Manheim to auction and sell the subject Chevy Malibu.

35. Pursuant to its contract with Enterprise, Manheim auctioned and sold the subject Chevy Malibu.

36. Manheim auctioned and sold the subject Chevy Malibu to DriveTime.

37. Either before or after DriveTime's purchase of the subject Chevy Malibu, Jumbo and Levy were hired to repair the vehicle so the vehicle could be sold to the public.

38. In their effort to repair and replace the subject Chevy Malibu's deployed front driver-side airbag, Jumbo and Levy purchased counterfeit and non-compliant airbag components that were designed, manufactured, and sold by Jilin and proceeded to install these components into the subject Chevy Malibu.

39. With respect to the subject Chevy Malibu's deployed seatbelt pretensioner, Jumbo and Levy did not attempt to repair or replace the device as required. Instead, Jumbo and Levy cut the wires to the seatbelt pretensioner so that the front driver's seatbelt would release from its deployed position, appear normal, and appear to function as designed and intended to an unwitting consumer.

40. DriveTime sold the subject Chevy Malibu to Ms. Byassee.

41. When DriveTime sold the subject Chevy Malibu to Ms. Byassee, Ms. Byassee had no idea that the vehicle had been improperly and illegally repaired, that the vehicle contained counterfeit and non-compliant airbag components, or that the vehicle's front driver-side seatbelt pretensioner was disabled and inoperable.

42. On June 11, 2023, Ms. Byassee was driving the subject Chevy Malibu when she was involved in a frontal collision. At the time of the collision, Ms. Byassee was a properly restrained driver who was wearing her seatbelt.

43. Due to the forces involved in the collision, the subject Chevy Malibu's front driver-side airbag and front driver-side seatbelt pretensioner were signaled to deploy.

44. However, because the subject Chevy Malibu's front driver-side seatbelt pretensioner was inoperable, the pretensioner did not deploy as originally designed.

45. Worse, because the subject Chevy Malibu's front driver-side airbag system included counterfeit and non-compliant components, the airbag detonated like a grenade and shot metal and plastic shrapnel throughout the vehicle cabin.

46. Several fragments from the blast struck Ms. Byassee in the face, head, and neck, ultimately killing her. Photographs of the subject Chevy Malibu's interior following the incident depict a horrifying event:



Exploded airbag module with shredded airbag on seat



Shredded and blood-soaked front driver-side airbag

CONDITIONS PRECEDENT

47. All conditions precedent have been satisfied or excused.

COUNT 1
STRICT LIABILITY
(Against Jilin)

48. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

49. Jilin designed, manufactured, sold, and distributed the counterfeit and non-compliant airbag components that were installed into the subject Chevy Malibu by Jumbo and Levy, and Jilin is otherwise responsible for placing these components into the stream of commerce.

50. Jilin's counterfeit and non-compliant airbag components are defective in their design, manufacture, and warning.

51. The defective condition of Jilin's counterfeit and non-compliant airbag components rendered them unreasonably dangerous for their designed and intended uses.

52. The defective and unreasonably dangerous condition of Jilin's counterfeit and non-compliant airbag components actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO., for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 2
NEGLIGENCE
(Against Jilin)

53. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

54. Jilin designed, manufactured, sold, and distributed the counterfeit and non-compliant airbag components that were installed into the subject Chevy Malibu by Jumbo and Levy, and Jilin is otherwise responsible for placing these components into the stream of commerce.

55. Jilin's counterfeit and non-compliant airbag components are defective in their design, manufacture, and warning.

56. The defective condition of Jilin's counterfeit and non-compliant airbag components rendered them unreasonably dangerous for their designed and intended uses.

57. Jilin owed a duty to design, manufacture, assemble, distribute, and sell its airbag components in a manner that was not defective and unreasonably dangerous to drivers and vehicle occupants.

58. Jilin owed a duty to ensure that adequate testing and quality assurance were performed on its airbag components before placing these items into the stream of commerce.

59. Jilin owed a duty to adequately notify and warn owners and users of the subject Chevy Malibu about the defective and unreasonably dangerous condition of Jilin's airbag components.

60. Jilin breached the above duties.

61. Jilin's breach of the above duties actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO., for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 3
NEGLIGENCE PER SE
(Against Jilin)

62. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

63. Jilin designed, manufactured, sold, and distributed the counterfeit and non-compliant airbag components that were installed into the subject Chevy Malibu by Jumbo and Levy, and Jilin is otherwise responsible for placing these components into the stream of commerce.

64. Jilin's counterfeit and non-compliant airbag components are defective in their design, manufacture, and warning.

65. The defective condition of Jilin's counterfeit and non-compliant airbag components rendered them unreasonably dangerous for their designed and intended uses.

66. Pursuant to Fla. Stat. § 860.146(2), "It is unlawful for any person to knowingly import, manufacture, purchase, sell, offer for sale, install, or reinstall on a vehicle a fake airbag or junk-filled airbag compartment."

67. Pursuant to Fla. Stat. § 860.146(1)(c), the term "fake airbag" is defined to include "counterfeit or nonfunctioning airbags."

68. Pursuant to Fla. Stat. § 860.146(1)(b), the term "counterfeit airbag" "means an airbag displaying a mark identical or similar to the genuine mark of a motor vehicle manufacturer without authorization from said manufacturer."

69. Section 860.146, Florida Statutes, was designed and enacted by the Florida Legislature to protect drivers and vehicle occupants in Florida like Ms. Byassee from being exposed to fake, counterfeit, and nonfunctioning vehicle airbags that can cause serious injury or death during collisions, like what happened to Ms. Byassee in this case.

70. Jilin violated Fla. Stat. § 860.146(2) by knowingly importing, manufacturing, offering for sale, and selling the counterfeit and non-compliant airbag components that were installed into the subject Chevy Malibu by Jumbo and Levy.

71. Title 49 C.F.R. § 571.208 (hereinafter "FMVSS 208") specifies the performance requirements for the protection of vehicle occupants in crashes.

72. FMVSS 208 requires that airbag components distributed, installed, and manufactured for installation in motor vehicles in the United States must satisfy specified performance requirements, standards, and testing.

73. FMVSS 208 was designed and enacted by the United States Congress “to reduce the number of deaths of vehicle occupants, and the severity of injuries, by specifying vehicle crashworthiness requirements in terms of forces and accelerations measured on anthropomorphic dummies in test crashes, and by specifying equipment requirements for active and passive restraint systems.” 49 C.F.R. § 571.208(S2).

74. FMVSS 208 is intended to protect vehicle drivers and occupants like Ms. Byassee from being exposed to unsafe vehicle airbag systems that can cause serious injury or death during collisions, like what happened to Ms. Byassee in this case.

75. Jilin violated FMVSS 208 by designing, manufacturing, importing, selling, and distributing vehicle airbag components into the United States that fail to comply FMVSS 208.

76. Jilin’s violation of Fla. Stat. § 860.146(2) and FMVSS 208 actually and proximately caused Ms. Byassee’s death and Plaintiff’s damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO., for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 4
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Against Jilin)

77. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

78. Ms. Byassee is a consumer as defined by the Florida Deceptive and Unfair Trade Practices Act.

79. At all times material hereto, Jilin is engaged in the trade or commerce of designing, manufacturing, selling, and distributing vehicle airbag components.

80. Jilin designed, manufactured, sold, and distributed the counterfeit and non-compliant airbag components that were installed into the subject Chevy Malibu by Jumbo and Levy, and Jilin is otherwise responsible for placing these components into the stream of commerce.

81. When Jilin designed, manufactured, sold, and distributed these components, Jilin knew or reasonable should have known that they were defective, counterfeit, non-compliant, and dangerous.

82. Notwithstanding this knowledge, Jilin continued to place these airbag components into the stream of commerce anyways.

83. Jilin's knowing design, manufacture, sale, and distribution of defective, noncompliant, counterfeit, and dangerous airbag components was an unconscionable, unfair, and deceptive act or practice in violation of the Florida Deceptive and Unfair Trade Practices Act, section 501.204, Florida Statutes.

84. Ms. Byassee was subjected to this violation of the Florida Deceptive and Unfair Trade Practices Act committed by Jilin when Ms. Byassee drove the subject Chevy Malibu containing Jilin's defective, noncompliant, counterfeit, and dangerous airbag components.

85. Ms. Byassee suffered actual damages as a result of Jilin's violation of the Florida Deceptive and Unfair Trade Practices Act.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JILIN PROVINCE DETIANNUO SAFETY TECHNOLOGY CO., for all injuries and damages recoverable under Florida law, including all actual damages, pre-judgment interest, post-judgment interest, statutory and civil penalties authorized by statute, attorneys' fees, and costs.

COUNT 5
NEGLIGENCE
(Against Enterprise)

86. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

87. After General Motors manufactured the subject Chevy Malibu, Enterprise purchased the subject Chevy Malibu and placed the vehicle in its rental fleet for consumers to rent and use.

88. On or about September 24, 2022, the subject Chevy Malibu was involved in a collision that caused the front driver-side airbag and front driver-side seatbelt pretensioner to deploy. The damage to the subject Chevy Malibu from the crash was so significant that the vehicle should have been classified as a total loss, issued a salvage title, and removed from service.

89. Enterprise owed a duty to ensure the subject Chevy Malibu was removed from service.

90. Enterprise breached this duty.

91. Had Enterprise removed the subject Chevy Malibu from service, the subject Malibu would not have been available for Ms. Byassee to purchase.

92. Enterprise's breach of duty therefore actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, ELRAC, LLC d/b/a "Enterprise Rent-A-Car", for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 6
NEGLIGENCE
(Against Manheim)

93. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

94. Manheim auctioned and sold the subject Chevy Malibu to DriveTime.

95. While the subject Chevy Malibu was in Manheim's possession, Manheim knew or reasonably should have known that the vehicle was not serviceable or safe to drive.

96. Manheim owed a duty not to auction or sell the subject Chevy Malibu and to ensure the subject Chevy Malibu was removed from service.

97. Manheim breached this duty.

98. Had Manheim removed the subject Chevy Malibu from service, the subject Malibu would not have been available for Ms. Byassee to purchase.

99. Manheim's breach of duty therefore actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, COX AUTOMOTIVE, INC. d/b/a "Manheim Auctions", for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 7
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(Against DriveTime)

100. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

101. DriveTime sold the subject Chevy Malibu to Ms. Byassee.

102. The subject Chevy Malibu is a good.

103. DriveTime is a merchant with respect to the subject Chevy Malibu.

104. When DriveTime sold the subject Chevy Malibu, DriveTime impliedly warranted that the subject Chevy Malibu was of merchantable quality and kind.

105. However, when DriveTime sold the subject Chevy Malibu, the subject Chevy Malibu was defective, unsafe, unmerchantable, and unfit for use.

106. DriveTime therefore breached the implied warranty of merchantability that accompanied its sale of the subject Chevy Malibu to Ms. Byassee.

107. DriveTime's breach of the implied warranty of merchantability actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, DRIVETIME AUTOMOTIVE GROUP, INC., for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 8
NEGLIGENCE
(Against DriveTime)

108. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

109. DriveTime sold the subject Chevy Malibu to Ms. Byassee.

110. When DriveTime sold the subject Chevy Malibu to Ms. Byassee, DriveTime knew or reasonably should have known that the vehicle contained a defective, dangerous, and non-compliant front driver-side vehicle airbag and an inoperable front driver-side seatbelt pretensioner.

111. DriveTime owed a duty to have the subject Chevy Malibu adequately serviced and repaired before selling the vehicle to Ms. Byassee.

112. Drive Time owed a duty to adequately notify and warn Ms. Byassee that the subject Chevy Malibu contained a defective, dangerous, and non-compliant front driver-side vehicle airbag and an inoperable front driver-side seatbelt pretensioner.

113. Alternatively, DriveTime owed a duty to remove the subject Chevy Malibu from service and not sell the vehicle to Ms. Byassee.

114. DriveTime breached the above duties.

115. DriveTime's breach of duty actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, DRIVETIME AUTOMOTIVE GROUP, INC., for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 9
NEGLIGENCE
(Against Jumbo)

116. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

117. In its effort to repair and replace the subject Chevy Malibu's deployed front driver-side airbag, Jumbo purchased counterfeit and non-compliant airbag components that Jumbo installed into the subject Chevy Malibu.

118. With respect to the subject Chevy Malibu's deployed seatbelt pretensioner, Jumbo did not attempt to repair or replace the device as required. Instead, Jumbo cut the wires to the seatbelt pretensioner so that the front driver's seatbelt would release from its deployed position, appear normal, and appear to function as designed.

119. After completing its work on the subject Chevy Malibu, Jumbo returned the vehicle to DriveTime to sell at its used car dealership in Florida.

120. Jumbo owed a duty to service and repair the subject Chevy Malibu in a proper, safe, and non-negligent manner.

121. Jumbo owed a duty to not install counterfeit and non-compliant airbag components into the subject Chevy Malibu.

122. Jumbo owed a duty to replace the subject Chevy Malibu's front driver-side seatbelt pretensioner with a compliant replacement component.

123. Jumbo owed a duty not to return the subject Chevy Malibu to DriveTime until all repairs and replacements were properly completed.

124. Jumbo breached the above duties.

125. Jumbo's breach of duty actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JUMBO AUTOMOTIVE, INC., for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net

accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 10
NEGLIGENCE PER SE
(Against Jumbo)

126. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

127. Jumbo installed counterfeit and non-compliant airbag components into the subject Chevy Malibu and is otherwise responsible for placing these components into the stream of commerce.

128. The airbag components that Jumbo installed into the subject Chevy Malibu are defective in their design, manufacture, and warning.

129. The defective condition of the airbag components rendered them unreasonably dangerous for their designed and intended uses.

130. Pursuant to Fla. Stat. § 860.146(2), “It is unlawful for any person to knowingly import, manufacture, purchase, sell, offer for sale, install, or reinstall on a vehicle a fake airbag or junk-filled airbag compartment.”

131. Pursuant to Fla. Stat. § 860.146(1)(c), the term “fake airbag” is defined to include “counterfeit or nonfunctioning airbags.”

132. Pursuant to Fla. Stat. § 860.146(1)(b), the term “counterfeit airbag” “means an airbag displaying a mark identical or similar to the genuine mark of a motor vehicle manufacturer without authorization from said manufacturer.”

133. Section 860.146, Florida Statutes, was designed and enacted by the Florida Legislature to protect drivers and vehicle occupants in Florida like Ms. Byassee from being

exposed to fake, counterfeit, and nonfunctioning vehicle airbags that can cause serious injury or death during collisions, like what happened to Ms. Byassee in this case.

134. Jumbo violated Fla. Stat. § 860.146(2) by knowingly purchasing and installing counterfeit and non-compliant airbag components into the subject Chevy Malibu.

135. Title 49 C.F.R. § 571.208 (hereinafter “FMVSS 208”) specifies the performance requirements for the protection of vehicle occupants in crashes.

136. FMVSS 208 requires that airbag components distributed, installed, and manufactured for installation in motor vehicles in the United States must satisfy specified performance requirements, standards, and testing.

137. FMVSS 208 was designed and enacted by the United States Congress “to reduce the number of deaths of vehicle occupants, and the severity of injuries, by specifying vehicle crashworthiness requirements in terms of forces and accelerations measured on anthropomorphic dummies in test crashes, and by specifying equipment requirements for active and passive restraint systems.” 49 C.F.R. § 571.208(S2).

138. FMVSS 208 is intended to protect vehicle drivers and occupants like Ms. Byassee from being exposed to unsafe vehicle airbag systems that can cause serious injury or death during collisions, like what happened to Ms. Byassee in this case.

139. Jumbo violated FMVSS 208 by purchasing, installing, and distributing vehicle airbag components into the subject Chevy Malibu that fail to comply FMVSS 208.

140. Jumbo’s violation of Fla. Stat. § 860.146(2) and FMVSS 208 actually and proximately caused Ms. Byassee’s death and Plaintiff’s damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JUMBO AUTOMOTIVE, INC., for all injuries and damages recoverable under Florida law, including all

economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 11
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Against Jumbo)

141. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

142. Ms. Byassee is a consumer as defined by the Florida Deceptive and Unfair Trade Practices Act.

143. At all times material hereto, Jumbo is engaged in the trade or commerce of servicing and repairing motor vehicles.

144. Jumbo performed service and repair work on the subject Chevy Malibu.

145. While Jumbo was performing service and repair work on the subject Chevy Malibu's airbag system, Jumbo knowingly purchased and installed defective, noncompliant, counterfeit, and dangerous airbag components.

146. While Jumbo was performing service and repair work on the subject Chevy Malibu's front driver-side seatbelt pretensioner, Jumbo knowingly cut the wires to the seatbelt pretensioner to make the pretensioner look like it had been replaced with a new and operational pretensioner when it in fact had not.

147. Jumbo's service and repair work performed on the subject Chevy Malibu amounts to unconscionable, unfair, and deceptive acts or practices in violation of the Florida Deceptive and Unfair Trade Practices Act, section 501.204, Florida Statutes.

148. Ms. Byassee was subjected to Jumbo's violation of the Florida Deceptive and Unfair Trade Practices Act when Ms. Byassee drove the subject Chevy Malibu containing the

defective, noncompliant, counterfeit, and dangerous airbag components and the disabled seatbelt pretensioner.

149. Ms. Byassee suffered actual damages as a result of Jumbo's violation of the Florida Deceptive and Unfair Trade Practices Act.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, JUMBO AUTOMOTIVE, INC., for all injuries and damages recoverable under Florida law, including all actual damages, pre-judgment interest, post-judgment interest, statutory and civil penalties authorized by statute, attorneys' fees, and costs.

COUNT 12
NEGLIGENCE
(Against Levy)

150. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

151. In his effort to repair and replace the subject Chevy Malibu's deployed front driver-side airbag, Levy purchased counterfeit and non-compliant airbag components that Levy installed into the subject Chevy Malibu.

152. With respect to the subject Chevy Malibu's deployed seatbelt pretensioner, Levy did not attempt to repair or replace the device as required. Instead, Levy cut the wires to the seatbelt pretensioner so that the front driver's seatbelt would release from its deployed position, appear normal, and appear to function as designed.

153. After completing its work on the subject Chevy Malibu, Levy returned the vehicle to DriveTime to sell at its used car dealership in Florida.

154. Levy owed a duty to service and repair the subject Chevy Malibu in a proper, safe, and non-negligent manner.

155. Levy owed a duty to not install counterfeit and non-compliant airbag components into the subject Chevy Malibu.

156. Levy owed a duty to replace the subject Chevy Malibu's front driver-side seatbelt pretension with a compliant replacement component.

157. Levy owed a duty not to return the subject Chevy Malibu to DriveTime until all repairs and replacements were properly completed.

158. Levy breached the above duties.

159. Levy's breach of duty actually and proximately caused Ms. Byassee's death and Plaintiff's damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, HAIM LEVY, for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 13
NEGLIGENCE PER SE
(Against Levy)

160. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

161. Levy installed counterfeit and non-compliant airbag components into the subject Chevy Malibu and is otherwise responsible for placing these components into the stream of commerce.

162. The airbag components that Levy installed into the subject Chevy Malibu are defective in their design, manufacture, and warning.

163. The defective condition of the airbag components rendered them unreasonably dangerous for their designed and intended uses.

164. Pursuant to Fla. Stat. § 860.146(2), “It is unlawful for any person to knowingly import, manufacture, purchase, sell, offer for sale, install, or reinstall on a vehicle a fake airbag or junk-filled airbag compartment.”

165. Pursuant to Fla. Stat. § 860.146(1)(c), the term “fake airbag” is defined to include “counterfeit or nonfunctioning airbags.”

166. Pursuant to Fla. Stat. § 860.146(1)(b), the term “counterfeit airbag” “means an airbag displaying a mark identical or similar to the genuine mark of a motor vehicle manufacturer without authorization from said manufacturer.”

167. Section 860.146, Florida Statutes, was designed and enacted by the Florida Legislature to protect drivers and vehicle occupants in Florida like Ms. Byassee from being exposed to fake, counterfeit, and nonfunctioning vehicle airbags that can cause serious injury or death during collisions, like what happened to Ms. Byassee in this case.

168. Levy violated Fla. Stat. § 860.146(2) by knowingly purchasing and installing counterfeit and non-compliant airbag components into the subject Chevy Malibu.

169. Title 49 C.F.R. § 571.208 (hereinafter “FMVSS 208”) specifies the performance requirements for the protection of vehicle occupants in crashes.

170. FMVSS 208 requires that airbag components distributed, installed, and manufactured for installation in motor vehicles in the United States must satisfy specified performance requirements, standards, and testing.

171. FMVSS 208 was designed and enacted by the United States Congress “to reduce the number of deaths of vehicle occupants, and the severity of injuries, by specifying vehicle crashworthiness requirements in terms of forces and accelerations measured on anthropomorphic

dummies in test crashes, and by specifying equipment requirements for active and passive restraint systems.” 49 C.F.R. § 571.208(S2).

172. FMVSS 208 is intended to protect vehicle drivers and occupants like Ms. Byassee from being exposed to unsafe vehicle airbag systems that can cause serious injury or death during collisions, like what happened to Ms. Byassee in this case.

173. Levy violated FMVSS 208 by purchasing, installing, and distributing vehicle airbag components into the subject Chevy Malibu that fail to comply FMVSS 208.

174. Levy’s violation of Fla. Stat. § 860.146(2) and FMVSS 208 actually and proximately caused Ms. Byassee’s death and Plaintiff’s damages.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, HAIM LEVY, for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

COUNT 14
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Against Levy)

175. Plaintiff re-alleges and incorporates Paragraphs 1 through 47 of this Complaint as if fully stated herein.

176. Ms. Byassee is a consumer as defined by the Florida Deceptive and Unfair Trade Practices Act.

177. At all times material hereto, Levy is an automobile mechanic who was employed by or working for Jumbo and is engaged in the trade or commerce of servicing and repairing motor vehicles.

178. Levy performed service and repair work on the subject Chevy Malibu.

179. While Levy was performing service and repair work on the subject Chevy Malibu's airbag system, Levy knowingly purchased and installed defective, noncompliant, counterfeit, and dangerous airbag components.

180. While Levy was performing service and repair work on the subject Chevy Malibu's front driver-side seatbelt pretensioner, Levy knowingly cut the wires to the seatbelt pretensioner to make the pretensioner look like it had been replaced with a new and operational pretensioner when it in fact had not.

181. Levy's service and repair work performed on the subject Chevy Malibu amounts to unconscionable, unfair, and deceptive acts or practices in violation of the Florida Deceptive and Unfair Trade Practices Act, section 501.204, Florida Statutes.

182. Ms. Byassee was subjected to Levy's violation of the Florida Deceptive and Unfair Trade Practices Act when Ms. Byassee drove the subject Chevy Malibu containing the defective, noncompliant, counterfeit, and dangerous airbag components and the disabled seatbelt pretensioner.

183. Ms. Byassee suffered actual damages as a result of Levy's violation of the Florida Deceptive and Unfair Trade Practices Act.

WHEREFORE, Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, demands judgment against Defendant, HAIM LEVY, for all injuries and damages recoverable under Florida law, including all economic damages, non-economic damages, lost wages, lost earning capacity, loss of net accumulations, pain and suffering, mental anguish, loss of consortium, loss of enjoyment of life, pre-judgment interest, post-judgment interest, and costs.

DEMAND FOR JURY TRIAL

Plaintiff, CATHY KING, as the Personal Representative for the Estate of Destiny Marie Byassee, Deceased, hereby demands a trial by jury on all issues so triable.

Dated: May 16, 2024

/s/ Andrew Parker Felix

ANDREW PARKER FELIX, ESQ.

Florida Bar No.: 0685607

Morgan & Morgan, P.A.

20 North Orange Avenue, Suite 1600

Orlando, FL 32801

Telephone: (407) 244-3962

Email: andrew@forthepeople.com

Email: kdimeglio@forthepeople.com

Counsel for Plaintiff

/s/ Steven E. Nauman

STEVEN E. NAUMAN, ESQ.

Florida Bar No.: 106126

Morgan & Morgan, P.A.

20 North Orange Avenue, Suite 1600

Orlando, FL 32801

Telephone: (407) 244-3962

Email: snauman@forthepeople.com

Email: kdimeglio@forthepeople.com

Counsel for Plaintiff

EXHIBIT A

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IN THE CIRCUIT COURT FOR CHARLOTTE COUNTY,
FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File No. 231098CP

Division

DESTINY MARIE BYASSEE,

Deceased.

LETTERS OF ADMINISTRATION
(single personal representative)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, DESTINY MARIE BYASSEE, a resident of Charlotte County, Florida, died on June 12, 2023, owning assets in the State of Florida, and

WHEREAS, CATHY KING has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare CATHY KING duly qualified under the laws of the State of Florida to act as personal representative of the estate of DESTINY MARIE BYASSEE, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE AND ORDERED in Charlotte County, Florida on October 27, 2023.


Signed by MCFEE, SHANNON R in 23001098CP
on 10/27/2023 12:43:43 d4q7Uw1w