

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIVIL DIVISION**

MUTZ MOTORS, LP d/b/a  
LAKELAND AUTOMALL,

Plaintiff,

v.

BARRY LUCAS and CITRUS  
INVESTMENTS, LLC d/b/a  
CITRUS KIA,

Defendant.

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CASE NO.: 16-CA-2580

DIVISION: C

**FINAL JUDGMENT AGAINST DEFENDANT BARRY LUCAS**

This cause came before the Court on the Plaintiff, Mutz Motors, LP d/b/a Lakeland Automall's and Defendant, Barry Lucas, Stipulation and Motion for Entry of Final Judgment. The Court having been advised in the premises of both counsel for Plaintiff and Defendant, reviewed the pertinent portions of the Court file, including the Non-Solicitation/No Hire & Confidential Agreement. The Court finds as follows:

1. Barry Lucas freely and voluntarily, and for consideration signed the Non-Solicitation/No Hire & Confidential Agreement on January 11, 2015 (the Nonpiracy Agreement) when he went to work for Mutz Motors d/a/a Lakeland Automall ("the Automobile dealership") in a management capacity.

2. The Nonpiracy Agreement prohibited Barry Lucas from soliciting other employees from leaving the Automobile dealership. In part, the Nonpiracy Agreement prohibited the following: ". . . , in any manner, counsel, solicit, induce or attempt to induce any other employee . . ." to leave employment from the Automobile dealership.

3. The Nonpiracy Agreement was necessary to protect the substantial investment the Automobile dealership made in the specialized training of its sales staff and furthered the legitimate business interest of promoting productivity and maintaining a competent and specialized sales team.

4. The Nonpiracy Agreement is enforceable. The Nonpiracy Agreement is not an unreasonable restraint on trade.

5. Barry Lucas violated the Nonpiracy Agreement when he facilitated employment for employees, Brent Lucas and Justin Masciarelli, with Citrus Kia.

6. The Automobile dealership will suffer irreparable harm if an injunction is not entered.

7. This Court has both subject matter and personal jurisdiction.

8. The monetary damages to be paid as agreed by the parties.

IT IS THEREFORE, ORDERED and ADJUDGED

9. Judgement is entered in favor of Mutz Motors, LP d/b/a Lakeland Automall and against Barry Lucas.

10. Barry Lucas is enjoined for the next 24 months from the date of this Judgment, from further violating the Nonpiracy Agreement.

11. The Nonpiracy Agreement protects the legitimate business interest of the Automobile dealership, is not overbroad, and is reasonably related to the Automobile dealership's line of business.

12. The 24-month timeframe is reasonable in time, and related to the Automobile dealerships' line of business.

13. Barry Lucas violated the Nonpiracy Agreement when he facilitated employment for employees, Brent Lucas and Justin Masciarelli, with Citrus Kia.

14. The Automobile dealership will suffer irreparable harm if an injunction is not entered.

15. This Court has both subject matter and personal jurisdiction.

16. The monetary damages to be paid by Barry Lucas in accordance with the parties' agreement.

17. The Court retains jurisdiction to enforce the terms of the Final Judgment, for *which let execution issue*.

DONE and ORDERED in in Chambers in Tampa, Hillsborough County, Florida, this

April 1, 2017 ~~XXXXXX~~ ~~XXXXXX~~  
day of March, 2017.

Electronically Conformed 4/1/2017

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Elizabeth G. Rice, Circuit Court Judge

Copies: John A. Guyton, III, Esq.  
Scott T. Silverman, Esq.