

**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.

RAY ALLEN HICKS,

Defendant.

CASE NO.: 19-CA-012574

DIVISION: K

FINAL JUDGMENT FOR INJUNCTIVE RELIEF

THIS CAUSE came before the Court on the Plaintiff MUTZ MOTORS, LP d/b/a LAKELAND AUTOMALL's Motion for Judgment on the Pleadings and a joint stipulation for Entry of Final Judgment. In the Plaintiff's Complaint, Plaintiff alleges that the Defendant, Mr. Hicks (it's Roy Allen Hicks), entered into an Employment Agreement, which in part, prohibits Mr. Hicks from indirectly and/or knowingly permitting his new employer, Brandon Honda, from hiring former employees of Lakeland Automall. This document was entitled "Non-Solicitation, No Hire, and Confidentiality Agreement. This specific provision was found in paragraph 3, which begins on page 4 of 7 of that Agreement.

Mr. Hicks provided a written response to the Complaint addressing these allegations but, more importantly, admitting to a violation of the Agreement. The handwritten statement from Mr. Cintron and filed by Mr. Hicks, confirms a breach of the Agreement.

The Court now understands that the parties want to resolve the disposition of the Motion for Judgment on the Pleadings by the entry of this Final Judgment for Injunctive Relief.

The Court finds the existence of an enforceable contract, including a defined legitimate business reason supporting this restrictive covenant; and finally, the Defendant's breach of this covenant and Plaintiff's lack of an adequate remedy other than injunctive relief.

IT IS ORDERED AND ADJUDGED as follows:

1. The Motion for Judgment on the Pleadings is GRANTED;

2. Defendant ROY ALLEN HICKS is permanently enjoined from any further violations of the Agreement at issue;

3. ROY ALLEN HICKS will pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the Plaintiff representing attorneys' fees and costs.

FOR ALL OF WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in Chambers this 11 day of March, 2020.

Electronically Generated on 03/11/2020
Caitlyn T. Eschke-ARKIN
Hilbert Court Judge

cc: John A. Guyton, III, Esq. (Attorney for Plaintiff)

Roy Allen Hicks (Defendant)
1660 Taylor Brooke Drive
Bartow, FL 33830

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JOINT STIPULATION FOR THE ENTRY OF FINAL JUDGMENT

The Plaintiff, MUTZ MOTORS, LP d/b/a LAKELAND AUTOMALL, and the Defendant, RAY ALLEN HICKS (Roy Allen Hicks), by and through undersigned counsel, stipulate to the entry of the attached Final Judgment. The parties respectfully request this Court enter the Final Judgment.



ROY ALLEN HICKS
1660 Taylor Brooke Drive
Bartow, FL 33830
Defendant, pro se



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FOR ALL OF WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in Chambers this _____ day of _____, 2020.

CAROLINE TESCHE ARKIN
Circuit Court Judge

cc: John A. Guyton, III, Esq. (Attorney for Plaintiff)

Roy Allen Hicks (Defendant)
1660 Taylor Brooke Drive
Bartow, FL 33830