

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

**ACE TRUCKLINE INC.,**  
a Florida corporation,

Plaintiff,

v.

**AMAZON LOGISTICS, INC., and/or AMAZON.COM SERVICES LLC,**  
entities operating the Amazon Relay carrier payment platform,

Defendants.

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, ACE TRUCKLINE INC. ("Plaintiff"), sues Defendants AMAZON LOGISTICS, INC. and AMAZON.COM SERVICES LLC (collectively "Amazon" or "Defendants"), and alleges as follows:

**I. JURISDICTION AND VENUE**

1. This is an action for damages exceeding \$50,000.00, exclusive of interest and costs.
2. This Court has jurisdiction pursuant to Article V, Section 5 of the Florida Constitution.
3. Venue is proper in Palm Beach County, Florida because Plaintiff's principal place of business is located here and the economic injury was sustained here.

**II. PARTIES**

4. Plaintiff ACE TRUCKLINE INC. is a Florida corporation with its principal place of business at 1397 Fernlea Drive, West Palm Beach, Florida 33417.
5. Defendant AMAZON LOGISTICS, INC. is a foreign profit corporation authorized to do business in Florida and may be served through its registered agent, Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301-2525.
6. Defendant AMAZON.COM SERVICES LLC operates and controls the Amazon Relay platform, including carrier onboarding, verification, and payment processing.

**III. FACTUAL ALLEGATIONS**

7. Plaintiff provided transportation services to Amazon through the Amazon Relay platform.
8. Plaintiff fully performed all services requested by Amazon.
9. Amazon accepted and benefited from the services and does not dispute performance.
10. Amazon generated remittance advices and internally marked Plaintiff's invoices as paid.
11. Plaintiff never received payment.

12. Amazon contends payment was sent to a Bank of America account.
13. Plaintiff has never owned or authorized any Bank of America account.
14. Bank of America confirmed Plaintiff has never maintained an account with that institution.
15. Amazon requires verification before approving bank account changes; Amazon has failed to produce any record that such verification occurred in this instance.
16. Plaintiff's Relay account was compromised, temporarily deactivated, investigated, and subsequently reinstated by Amazon.
17. Despite reinstatement and notice of non-receipt, Amazon failed to reissue payment.
18. Amazon has withheld Plaintiff's payment for approximately two years.

#### **COUNT I – UNJUST ENRICHMENT**

19. Plaintiff conferred a benefit upon Amazon by providing transportation services.
20. Amazon accepted and retained the benefit without remitting payment to Plaintiff.
21. Retention of the benefit without payment is unjust.

#### **COUNT II – NEGLIGENCE**

22. Amazon owed Plaintiff a duty to exercise reasonable care in safeguarding carrier payments.
23. Amazon breached that duty by failing to verify banking information and failing to cure a known misdirected payment.
24. Amazon's breach directly caused Plaintiff's damages.

#### **COUNT III – DECLARATORY RELIEF**

25. An actual controversy exists regarding whether Amazon's alleged payment satisfies its payment obligation.
26. Plaintiff seeks a declaration that payment to an unauthorized account, without verified authorization, does not satisfy Amazon's obligation to Plaintiff.

#### **COUNT IV – ACCOUNTING**

27. Amazon exclusively controls records relating to payment verification and routing.
28. Plaintiff is entitled to an accounting of all payment activity.

#### **DAMAGES**

29. Plaintiff seeks \$63,348.47 in principal damages, plus prejudgment interest at the statutory rate accruing from November 23, 2023, and costs.

#### **JURY TRIAL DEMAND**

Plaintiff demands trial by jury on all issues so triable.

DATED: 12-17-05

ACE TRUCKLINE INC.  
1397 Fernlea Drive  
West Palm Beach, FL 33417

By: Alfonso S. T. S.  
Authorized Representative, Pro Se

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