

IN THE CIRCUIT COURT IN AND FOR  
PALM BEACH COUNTY, FLORIDA.

CIVIL DIVISION

JUPITER INLET BOAT RENTALS, LLC,  
a Florida limited liability company,

CASE NO.:

Plaintiff,

vs.

SAMUEL ALLCOCK,

Defendant.

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**COMPLAINT**

Plaintiff, JUPITER INLET BOAT RENTALS, LLC, by and through its undersigned counsel files this Complaint against Defendant, SAMUEL ALLCOCK, and alleges as follows:

**PARTIES, JURISDICTION AND VENUE**

1. This is an action for damages in which the amount in controversy is more than Fifty Thousand Dollars (\$50,000.00), exclusive of interest and costs.

2. At all times herein material, JUPITER INLET BOAT RENTALS, LLC (“JIBR”), is a Florida limited liability company doing business in Palm Beach County, Florida.

3. At all times herein material, Peter Pinello (hereinafter “Pinello”), is the functioning Manager of Jupiter Inlet Boat Rentals, LLC.

4. At all times herein material, SAMUEL ALLCOCK (hereinafter “Allcock”), is a resident of Martin County, Florida.

5. Venue is proper in Palm Beach County, Florida to the extent that this action involves a sale of a boat for which Title was to be provided to Plaintiff in Palm Beach County.

6. JIBR has complied with all conditions precedent to the bringing of this action, or

those conditions precedent have been waived.

### **FACTS**

7. On or about August 2025, JIBR entered into an agreement for the purchase of a **Vessel**, Hull Identification Number (HIN): 536358 (hereinafter “Vessel”).

8. JIBR, through its agent Peter Pinello, paid Allcock \$50,000.00 as consideration for the Vessel.

9. Other than the Air Conditioning Pump, Allcock represented that the Vessel was in sea worthy condition, free of structural defects, had no known mechanical issues, and had never been involved in an accident, grounding, sinking issues, or major repair.

10. These representations were material to JIBR’s decision to purchase the Vessel.

11. After the sale, JIBR discovered that the Vessel had significant undisclosed defects, including but not limited to:

a. Hull damage and leaks.

12. Allcock knew or should have known of these defects and failed to disclose them.

13. JIBR relied on Allcock’s representations and would not have purchased the Vessel had the truth been disclosed.

14. JIBR has suffered damages including the \$50,000.00 in purchase funds, destruction costs, loss of use, and other consequential damages along with interest.

### **COUNT I** **FRAUDULENT MISREPRESENTATION**

15. Plaintiff’s allegations of paragraphs 1-14 are realleged as if fully set forth herein.

16. That at all times material hereto, Allcock was the Owner of a 58-foot Vessel identified as set forth on **Exhibit 1** attached hereto.

17. Allcock was attempting to sell the Vessel described above.

18. Peter Pinello is the Representative for Plaintiff, Jupiter Inlet Boat Rentals, LLC.

19. During the tour of the Vessel, Defendant's Representative pointed out problems with the Vessels AC pump.

20. During Pinello's inspection, Allcock's representative did not make any representations relating to past or present problems with Hull leakage.

21. During the inspection, Allcock had covered much of the interior cabin floor, and there was no way for JIBR to see below the wood deck.

22. Allcock had past problems with leakage below the deck but failed to disclose of the past problems which were not readily apparent during an inspection.

23. Pinello wrote a check for \$50,000.00 to purchase the Vessel on behalf of JIBR and provided it to Allcock's representative.

24. Pinello has assigned any rights of action relating to the Vessel to JIBR., as set forth in **Exhibit 2** attached hereto.

25. After several requests, Allcock has failed to execute and deliver the necessary paperwork to Plaintiff in Palm Beach County so that the Vessel may be recorded in the name of JIBR.

26. After the check for the Vessel was provided to Allcock's Representative, the Vessel was brought to Tequesta, Florida.

27. During the first time the Vessel was moved into the intercoastal waters, the water alarm sounded and the Vessel was immediately brought to Blowing Rock Marina, located at Tequesta Florida.

28. At the Marina, JIBR utilized emergency pumps to prevent the Vessel from sinking and preventing the high possibility of causing considerable environmental damage if the diesel fuel in the engine were allowed to leak out into open waterways.

29. The Vessel was not seaworthy and could not be moved without taking on

considerable water.

30. In order to avoid an environmental problem relating to the diesel fuel on board, the Vessel was removed from the water and destroyed at an approximate cost of \$15,000.00.

31. Allcock knew that the hull below the deck had significant leaks and had engaged in the practice of patching it with wooden pegs and foam, which was later discovered after the \$50,000.00 in funds were provided.

32. Allcock was required to disclose all known material defects that was not readily observable by JIBR. Given that the issues below the wooden deck were not visible on any reasonable inspection, Allcock had a duty to disclose the Vessel's leak history and the fact that the Vessel would take on water if new wooden plugs were not constantly applied.

33. In addition, Allcock failed to disclose any of the hidden conditions under the floorboards and failed to disclose the Vessel's leak history.

34. JIBR relied upon the conditions of the Vessel that were observable in deciding to purchase the Vessel.

35. Allcock's failure to disclose material defects was motivated by Allcock's attempt to conceal the Vessel's leaks and questions of the Vessels seaworthiness.

36. JIBR relied upon the visible inspection results and the lack of any specific representations relating to hidden issues concerning the Vessel in determining to purchase the Vessel.

37. Allcock made false statements of material fact regarding the condition, history, and quality of the Vessel, including that the Vessel was seaworthy.

38. Allcock knew the statements were false or made them with reckless disregard for the truth.

39. Allcock intended that JIBR rely on these false statements.

40. JIBR justifiably relied on Defendant's representation and the lack of the disclosure of the leak conditions.

41. JIBR suffered damages as a direct result of the fraudulent misrepresentations relating to the purchase of the Vessel in the following regards:

- a) The sum of \$50,000.00, which was lost because the Vessel had to be destroyed without ever being utilized other than the initial move described above;
- b) By the \$15,000.00 that JIBR had to expend to try to save the Vessel from sinking and the funds spent in having the Vessel destroyed so as to prevent the diesel fuel from leaking out causing an environmental disaster; and
- c) Interest on the funds set forth in 41(a) and 41(b) above.

42. Plaintiff reserves the right to seek punitive damages after a proper hearing on the issue.

**WHEREFORE**, Plaintiff, JUPITER INLET BOAT RENTALS, LLC, requests that this Court enter a Judgment against Defendant, SAMUEL ALLCOCK, for damages, prejudgment interest, costs, and such other and further relief as the court deems just and proper.

**COUNT II**  
**NEGLIGENT MISREPRESENTATION**

43. Plaintiff's allegations of paragraphs 1-14 and 16-42 are realleged as if fully set forth herein.

44. Allcock supplied false information regarding the Vessel in the course of a transaction in which Allcock had a pecuniary interest.

45. Allcock failed to exercise reasonable care in failing to communicate information, about the leak history of the Vessel.

46. JIBR justifiably relied on the lack of disclosure of leak issues.

47. JIBR suffered damages as a result.

**WHEREFORE**, Plaintiff JUPITER INLET BOAT RENTALS, LLC, requests that this Court enter a Judgment against Defendant SAMUEL ALLCOCK, for damages, prejudgment interest, costs, and such other and further relief as the court deems just and proper.

**COUNT III**  
**BREACH OF CONTRACT**

48. Plaintiff's allegations of paragraphs 1-14, 16-42, and 44-47 are realleged as if fully set forth herein.

49. This is an action for Breach of Contract.

50. Plaintiff, Jupiter Inlet Boat Rentals, LLC through its agent, Peter Pinello, and Defendant, Samuel Allcock, reached an agreement for the sale of the Vessel described above.

51. In furtherance of the Agreement, Plaintiff's Agent, Peter Pinello, paid \$50,000.00, and the Vessel was to be registered in the name of Plaintiff, Jupiter Inlet Boat Rentals, LLC.

52. Samuel Allcock, breached the Agreement in the following regards:

a) By failing to execute paperwork signing over the Vessel and in failing to deliver the paperwork to Plaintiff in Palm beach County;

b) By selling the Vessel to Plaintiff, even though Allcock knew that the Vessel had significant concealed leak and water intrusion issues, which Allcock did not disclose to the Plaintiff.

53. Plaintiff, has been damaged by the breach in the following regards:

a) By the \$50,000.00 paid to Allcock relating to the purchase along with interest thereon;

b) By amounts spent by JIBR in trying to prevent the Vessel from sinking immediately and from having the Vessel destroyed as to avoid an environmental impact in the intercoastal waterway; and

c) By interest on funds expended.

**WHEREFORE**, Plaintiff JUPITER INLET BOAT RENTALS, LLC, requests that this Court enter a Judgment against Defendant, SAMUEL ALLCOCK, for damages, prejudgment

interest, costs, and such other and further relief as the court deems just and proper.

**COUNTY IV**  
**BREACH OF IMPLIED WARRANTY**

54. Plaintiff's allegations of paragraphs 1-14, 16-42, 44-47, and 49-53 are realleged as if fully set forth herein.

55. With respect to the sale of the Vessel, there is an implied warranty that the Vessel is seaworthy and fit for use on the water.

56. Defendant, Samuel Allcock knew of significant leak problems with the Vessel and water intrusion issues, and intentionally failed to disclose those to the Plaintiff.

57. Immediately after the payment was provided by the Plaintiff's Representative to the Defendant, Plaintiff took the Vessel away from the dock and into open waters. Soon thereafter, the Vessel's water alarms went off showing that the Vessel was taking on water, endangering the occupants on board of the Vessel and possibly causing an environmental impact in the intercoastal waterway.

58. At all times material herein, the Vessel was not seaworthy and was not fit for use on the water, which facts were concealed by Samuel Allcock.

59. Plaintiff was damaged by the lack of seaworthiness of the Vessel in the following regards:

- a) By the \$50,000.00 payment relating to the purchase of the Vessel along with interest thereon;
- b) By amounts spent by JIBR in trying to prevent the Vessel from sinking immediately and from having the Vessel destroyed to avoid an environmental impact in the intercoastal waterway; and
- c) By Interest on the amounts expended.

**WHEREFORE**, Plaintiff, JUPITER INLET BOAT RENTALS, LLC, requests that this Court enter a Judgment against Defendant, SAMUEL ALLCOCK, for damages, prejudgment interest, costs, and such other and further relief as the court deems just and proper.

**Declaration (Section 95.525, Florida Statutes)**

Under penalties of Perjury, I declare that I have read the forgoing Complaint and that the facts stated in it are true.



PETER PINELLO, Manager of Jupiter Inlet Boat Rentals, LLC

Dated March 23, 2026

Respectfully Submitted,

**KEVIN D. WILKINSON, P.A.**

*Counsel for Plaintiff*

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By:

KEVIN D. WILKINSON

Florida Bar No. 332100

**EXHIBIT - 1**

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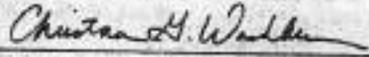


# UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

## CERTIFICATE OF DOCUMENTATION

VESSEL NAME AURORA		OFFICIAL NUMBER 536358	IMO OR OTHER NUMBER NONE	YEAR COMPLETED 1971
HAILING PORT AFT DECK FL		HULL MATERIAL WOOD		MECHANICAL PROPULSION YES
GROSS TONNAGE 47 GRT	NET TONNAGE 37 NRT	LENGTH 57.7	BREADTH 15.2	DEPTH 8.1
PLACE BUILT ANNAPOLIS MD				
OWNERS SAMUEL ALLCOCK		OPERATIONAL ENDORSEMENTS RECREATION		
MANAGING OWNER SAMUEL ALLCOCK 13510 SE FLORA AVE HOBE SOUND FL 33455				
RESTRICTIONS NONE				
ENTITLEMENTS NONE				
REMARKS NONE				
ISSUE DATE JULY 02, 2025		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER		
THIS CERTIFICATE EXPIRES JULY 31, 2026				



**EXHIBIT - 2**

NOT A CERTIFIED COPY

ASSIGNMENT

I, Peter Pinello advanced \$50,000.00 for the purchase of the Vessel "Aurora" for Jupiter Inlet Boat Rentals, which is an LLC, in which I own 100% and I function as a Manager of the LLC. For valuable consideration, I hereby assign any and all causes of action that I may have to Jupiter Inlet Boat Rentals, LLC.



PETER PINELLO, Manager of Jupiter Inlet Boat Rentals, LLC

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