

IN THE COUNTY COURT OF THE SEVENTH JUDICIAL CIRCUIT,
IN AND FOR FLAGLER COUNTY, FLORIDA

RICHARD LOZADA,

CASE NO.:
2020 CC 000580

Plaintiff(s),

vs.

TERRENCE MCMANUS
and
FLAGLER GOLF MANAGEMENT, LLC.

Defendant.

COMPLAINT

COMES NOW, the Plaintiff, **RICHARD LOZADA** ("Lozada"), by and through undersigned counsel, sues Defendant, **TERRY MCMANUS** ("McManus") and **FLAGLER GOLF MANAGEMENT, LLC** ("FGM") and alleges:

JURISDICTION, VENUE. AND THE PARTIES

1. This is an action for damages in excess of \$15,000.00, exclusive of costs and interests.
2. Venue is proper in Flagler County, Florida because the acts or omissions occurred in Flagler County, Florida.
3. Plaintiff, Richard Lozada, is an individual who entered into a contract in Flagler Beach, Flagler County, Florida.
4. Defendant, Terrence McManus, is an individual who owns Flagler Golf Management, LLC.
5. Defendant, Flagler Golf Management, LLC., is a registered Florida limited liability company.

RESERVATION TO NAME ADDITIONAL DEFENDANTS

6. In addition, the persons set forth as Defendants herein, there are likely other parties who may well be liable to Plaintiff, but respecting whom Plaintiff currently lacks specific facts to permit Plaintiff to name such person or persons as a defendant. By not naming such persons or entities at this time,

Plaintiff is not waiving its right to amend this pleading to add such parties, should the facts warrant adding such parties.

FACTS

7. Plaintiff entered into a contract with Defendant to operate a golf course and restaurant as general manager and executive chef.
8. Plaintiff paid ten thousand (\$10,000.00) dollars to Defendant per the interest purchase option agreement attached hereto as **Exhibit A**.
9. Plaintiff entered into the purchase option agreement with Defendant by making timely payments, attached hereto as **Exhibit B**.
10. Plaintiff paid four thousand nine-hundred and seventy-five (\$4,975.00) dollars to John Deere for a tractor that was repossessed and required for operations of the golf course. See **Exhibit C**.
11. Plaintiff complied with the terms of the interest option agreement.
12. Defendant breached the terms of the option agreement.
13. The option period per the agreement was to commence on September 15, 2019, and expire on March 15, 2020.

BREACH OF CONTRACT

14. Plaintiff repeats and re-alleges paragraphs 1 through 13 as if fully set forth herein.
15. Plaintiff entered into a written contract with Defendant for option agreement to purchase FGM.
16. The elements of a breach of contract in Florida are: (1) the existence of a contract, (2) a breach of the contract, and (3) damages resulting from the breach. *DNA Sports Performance Lab, Inc. v. Club Atlantis Condo Ass'n, Inc.* 219 So. 3d 107, 109 (Fla. 3d DCA 2017).
17. Plaintiff was to act as general manager of all operations and was to have total autonomy per the agreement.
18. Defendant terminated Plaintiff, therefore violating his autonomy and option to purchase.

19. Plaintiff suffered damages due to the breach by Defendant.

WHEREFORE, Richard Lozada, demands judgment against Terrence McManus and Flagler Golf Management, LLC., for compensatory damages in an amount to be determined at trial, costs, interest, and attorneys' fees as allowed by law and all other relief, a the Court deems just and equitable.

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& ASSOCIATES, PLLC**
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EXHIBIT "A"



September 18, 2019

1:22 PM

Edit

LIVE



Thank you for banking with SunTrust

Access your account information using Online and Mobile banking or by calling us at 800.SunTrust (800.735.8787)

PO 09/18/2019 13:22 * 05
CO 09/18/2019 032 5307202 0000

Commercial Deposit

\$10,000.00

Chq/Sav/MSA

XXXX [REDACTED]

All deposits are subject to verification and collection from the issuing bank.

Use Alerts and Online or Mobile Banking to check your Available Balance so that you have the freedom to spend with confidence.



EXHIBIT “B”

INTEREST PURCHASE OPTION AGREEMENT

This agreement entered into this 15th day of September 2019 between Terrence McManus, hereinafter referred to as "Optionor," and Richard Lozada, hereinafter referred to as "Optionee."

"Option period," is from September 15, 2019 and expires on March 15, 2020.

The Optionee will have the exclusive option to purchase between 25% to 40%, or 75% to 90% of ownership in Flagler Golf Management, LLC (hereinafter referred to as "FGM"), whose sole interest is the Lease of the Ocean Palm Golf Club and Restaurant with the City of Flagler beach. The valuation for the purpose of this Agreement is \$600,000.00 (i.e. 10% = \$60,000).

During the Option Period, Optionee will act as General Manager of all operations and will have total autonomy in regards to staffing, advertising, menu, and pricing.

During the Option Period, the net profits will be split as follows:

(i) After 20% is retained into reserve, 75% to Optionee, and 25% to Optionor.

After Option Period, dividends will be paid according to ownership interest.

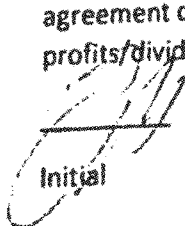
For this Interest Purchase Option Agreement, Optionee agrees to pay to Optionor \$60,000.00 as follows:

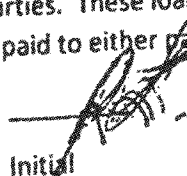
(i) \$10,000.00 on or before September 15, 2019; \$10,000.00 on or before September 23, 2019; and the balance of \$40,000.00 on or before October 15, 2019. Prior to the expiration of the option period, Optionee will notify Optionor of the intent and amount of interest to be purchased. The amounts already paid in will be applied to that amount due.

Optionee will not cause any indebtedness to FGM without the express written authorization of Optionor.

Optionee will not cause any violation of the Lease Agreement between FGM and the City of Flagler beach. Any violation not cured in 72 after notification is a material breach of this agreement.

Either party may give an operating loan to the company to cover expenses upon mutual agreement of both parties. These loans will be recorded and repaid before any profits/dividends are paid to either party.


Initial

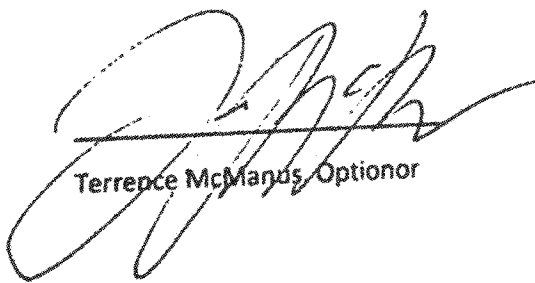

Initial

Any default/breach by Optionee will be notified in writing from Optionor and cured within 72 hours.

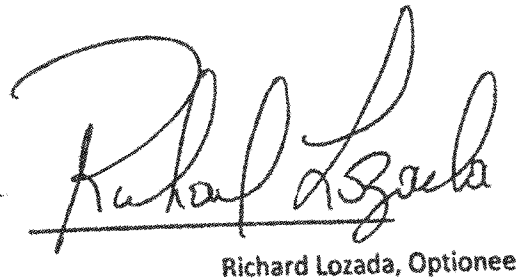
Any default not cured within said 72 hours by Optionee will void this agreement at the sole and absolute discretion of the Optionor. Any and all option payments will be retained as liquidated damages.

Confidentiality is pertinent to the good will and reputation of the business. Therefore, the terms of this Interest Purchase Option Agreement, outside of the Optionee operating as general management, **MUST** remain confidential. Any such breach is a material breach of this agreement and Optionor may void this agreement at Optionor's sole and absolute discretion. Any and all payments will be retained as liquidated damages.

BOTH PARTIES AGREE to operate in good faith with each other and to promote the thriving success and growth of the operation.



Terrence McManus, Optionor



Richard Lozada, Optionee

EXHIBIT “C”



OCEAN PALM GOLF CLUB
 3600 S CENTRAL AVE
 FLA GFER BEACH, FL 32136
 3864392477

ORDER: 2546

Cashier	Tracy Lee	
03	19 4:07:16P	
Ti	1000565	
T	total deere	\$4,650.00
Subtotal		\$ 50.00
Tax		\$325.50
Total		\$4,975.50
CREDIT CARD AUTH		\$4,975.50
AMEX 2003		
Tip		_____
Total		_____

Retain this copy for statement validation

03-Oct-2019 4:09:50P
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 AMEX XXXXXXXXXXXXXXX2003
 MANUALLY ENTERED
 Ref # [REDACTED] | Auth # [REDACTED]
 MID: [REDACTED]
 AuthNtwkNm: AMEX
 SIGNATURE VERIFIED

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 How are we doing?
 Text "k594th" to 73752
 to send us your feedback

MPMR36PCGFB