

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

**Richard Lozada,**

**Plaintiff**

**Case No: 2020CC000580**

**Vs**

**Terrence McManus**

**And**

**Flagler Golf Management, LLC**

**Defendants**

**DEFENDANTS RESPONSE TO COMPLAINT**

**Jurisdiction, Venue, and Parties**

Defendants agree with Jurisdiction and Parties items 1-4. However, Defendants disagree that item 5 party Flagler Golf Management, LLC( FGM) should be a party to this complaint in that the contract in question was between Richard Lozado and Terrence McManus as individuals and FGM never was part of the agreement in any capacity.

**FACTS AND BREACH OF CONTRACT**

The defendant admits or denies the following allegations and inserts it's own facts and allegations:

7. DENIES

8. ADMITS

9. DENIES

10. ADMITS

11. DENIES

12. DENIES

13. ADMITS

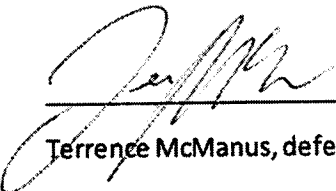
14. DENIES

15. ADMITS

16. ADMITS

Continued....

**Wherefore, Defendant, Terrence McManus requests this cause to be dismissed and does reserve the right for countersuit against Plaintiff for the balance due per the contract of \$45,024.50.**

  
Dated 12/15/2020

**Terrence McManus, defendant and for  
Flagler Golf Management, LLC  
105 S. Narcissus Ave, Suite 508,  
West Palm Beach, FL 33401**

**Mailed to:**

**Justin R. Clark, ESQ**

**Attorneys Justin Clark and Associates, PLLC**

**500 Windeley Place Suite 100**

**Maitland, FL 32751**

**AND**

**Clerk of the Circuit Court Flagler County**

**1769 E. Moody Blvd, Bldg 1**

**Bunnell, FL 32110**

17. ADMITS

18. DENIES

19. DENIES

**DEFENDANT FACT AND BREACH OF CONTRACT BY PLAINTIFF**

1. Defendant was at all times in compliance with all terms of the contract.
2. Plaintiff first breached contract by failing to make timely payments as outlined in the written contract. Contract stated that in such breach, all previously paid amounts would be retained as liquidated damages.
3. Plaintiff further breached contract's confidentiality clause thus constituting a material breach of contract.
4. Plaintiff further breached the contract by failure to operate in good faith and promote the thriving success and growth of the operation in that the defendant did the following.

- A. Was a known legally married man and was having a publicly know romantic affair with an employee of the company in hiring his girlfriend to work at the restaurant causing embarrassment as to the good faith of the business.
- B. Did spend company money for advertising road banners but included the advertisement and name of another competing restaurant of which the plaintiff had a vested interest.
- C. Did commingle assets and food resources with the aforementioned competing restaurant resulting in a criminal complaint by the competing restaurant as evidenced by Flagler County Court case: 2019 MM 001081

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