

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

LEE MAGANA  
CIRCUIT COURT  
ESCAMBIA COUNTY FL

2009 APR 14 P 4:28

GREAT SOUTHERN RESTAURANT  
OF PENSACOLA, Inc., a Florida  
corporation, and JAMES C.  
MERRILL,

CIRCUIT CIVIL DIVISION  
FILED & RECORDED

Plaintiffs,

CASE NO. 2009 CA 1260

vs.

A

SONDRA JACK, and CHRISTINE A. TEAL,

Defendants.

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**COMPLAINT**

Plaintiffs, GREAT SOUTHERN RESTAURANT OF PENSACOLA, INC. (hereinafter, "Great Southern"), and JAMES C. MERRILL (hereinafter, "Merrill") by and through its undersigned counsel, sue Defendants SONDRA JACK (hereinafter, "Jack") and CHRISTINE A. TEAL (hereinafter, "Teal") and alleges as follows:

1. This is an action for breach of contract, unjust enrichment and fraudulent inducement arising from the Defendants' failure to perform contractual obligations upon receipt of a fishing boat, for which the Plaintiffs paid in excess of \$50,000.00.

**JURISDICTION AND VENUE**

2. The amount in controversy is greater than \$15,000.00, exclusive of costs, interest and attorney's fees.

3. Plaintiff Great Southern is a corporation organized and existing under the laws of the State of Florida with its principal place of business located at 225 S. Palafox Street, Suite 600,

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Pensacola, Florida. Great Southern is in the business of owning and operating restaurants, including the "Fish House" restaurant in Pensacola, Florida.

4. Plaintiff Merrill is an individual residing in Pensacola, Florida.

5. On information and belief, Defendant Jack is an individual residing in Gulf Breeze, Florida.

6. On information and belief, Defendant Teal is an individual residing in Pensacola, Florida.

7. The Court has personal jurisdiction over Defendant Jack because she entered into a contract in Escambia County, Florida, caused harm to the Plaintiffs in Escambia County, Florida and, on information and belief, Defendant Jack conducts business in Escambia County, Florida.

8. The Court has personal jurisdiction over Defendant Teal because she entered into a contract in Escambia County, Florida, caused harm to the Plaintiffs in Escambia County, Florida and, on information and belief, Defendant Teal conducts business in Escambia County, Florida.

9. Venue is proper in this Court because the Defendants conduct business in Escambia County, Florida, the contract which is the subject of this litigation was entered into in Escambia County, Florida, and the causes of action occurred in Escambia County, Florida.

10. This Complaint is timely filed.

11. All conditions precedent have been either satisfied or excused.

#### **GENERAL ALLEGATIONS**

12. The Defendants hold themselves out as professional fishing women known as the "red fish chix." They represent to potential sponsors that in exchange for cash and goods, the sponsors will receive promotional value resulting from "personal appearances" by the Defendants.

13. At all times material hereto, the Defendants were general partners in their efforts to obtain fishing sponsors, such as the Plaintiffs, to fund their joint ventures in which profits were shared between the general partners. As such, the Defendants are jointly and severally liable to the Plaintiffs for the damages resulting from the Defendants' actions.

14. On or about January 8, 2007, the Defendants made a valid offer to the Plaintiffs in which the Plaintiffs would purchase a 2007 Ranger Bay 2200 boat (hereinafter "the Boat"), including purchase price, tax, tag and title, to be titled in the name of Defendant Jack.

15. In consideration for the Boat, the Defendants would be obligated to perform in the following ways:

- a. two promotional appearances at local/regional events;
- b. jersey and boat logo exposure for the Fish House;
- c. magazine exposure in 6 editions of the Gulf Atlantic Florida Fishing magazine;
- d. enter the FWL Championship in Orange Beach;
- e. enter at least 4 FWL tournaments;
- f. set up a logo link on the redfishchix.com website for 12 months;
- g. the team captain shall make regular payments to the Plaintiffs to compensate for the purchase of the Boat; and, most importantly;
- h. if/when the Boat is sold, the proceeds will be used to satisfy the balance of the financial obligation owed to the Plaintiffs.

A copy of the Defendants' offer proposal documents are attached hereto as Exhibit "A."

16. The Plaintiffs accepted the offer and fully performed their obligations by paying in excess of \$50,000.00 for the Boat, which was the reasonable and agreed value of the Boat.

17. Upon purchase, the Boat was titled in the name of Defendant Jack.

18. By purchasing the Boat, the Plaintiffs relied, to their detriment, on the material representations made by the Defendants regarding the obligations of the parties.

19. At no time did the Defendants perform their obligations as required by the contract. As such, the Defendants breached the contract.

20. Specifically, the Defendants never made any payments to the Plaintiffs toward the purchase cost of the Boat.

21. On information and belief, the Defendants have subsequently sold the Boat to a third party.

22. Contrary to the terms of the contract, the Defendants did not remit any portion of the sale proceeds from the Boat to the Plaintiffs, despite a substantial balance due to the Plaintiffs.

23. The Defendants' acts are the direct and proximate cause of harm to the Plaintiffs.

**COUNT I**  
**BREACH OF CONTRACT**

24. The allegations in Paragraphs 1 through 23 are re-alleged and incorporated by reference as if set forth fully herein.

25. On or about January 8, 2007, the Defendants made a valid offer to the Plaintiffs.

26. The Plaintiffs accepted this offer.

27. The Plaintiffs fully performed on the contract by purchasing the Boat and titling it in the name of Defendant Jack.

28. The Defendants breached the contract by, among other things, failing to make payments to the Plaintiffs, and by selling the Boat without remitting the proceeds of the sale to the Plaintiffs.

29. As a direct and proximate result of the Defendants' breach, the Plaintiffs have and continue to suffer damages.

30. The Defendants are jointly and severally liable for the damages resulting from the Defendants' breach.

WHEREFORE, and for the foregoing reasons, the Plaintiffs respectfully request judgment for damages against the Defendants, jointly and severally, together with any other and further relief the Court may deem just and proper.

**COUNT II**  
**UNJUST ENRICHMENT**

31. The allegations in Paragraphs 1 through 23 are re-alleged and incorporated by reference as if set forth fully herein.

32. On or about January 2007, the Plaintiffs purchased the Boat, which was titled in the name of Defendant Jack.

33. The Defendants received the full benefit of the Boat, regularly using it for fishing ventures and personal recreational activities.

34. The Plaintiffs purchased the boat at the request and direction of the Defendants.

35. Providing the Boat to the Defendants conferred a benefit to the Defendants.

36. The Defendants had knowledge of and retained the benefit provided by the Plaintiffs.

37. Under the circumstances, a reasonable person would have expected to pay the Plaintiffs for the benefit conferred.

38. The Plaintiffs reasonably believed they would be paid for the Boat, rendered for the benefit of the Defendants.

39. The Defendants failed to pay the Plaintiffs the fair value of the benefits received.

40. As a direct and proximate result of the Defendants' failure to remit payment to the Plaintiffs pursuant to the contract, the Plaintiffs have and continue to suffer damages.

41. It would be inequitable for the Plaintiffs to retain the benefit without paying the fair value.

WHEREFORE, and for the foregoing reasons, the Plaintiffs respectfully request judgment for damages against the Defendants, jointly and severally, and any other and further relief the Court may deem just and proper.

**COUNT III**  
**FRAUDULENT INDUCEMENT**

42. The allegations in Paragraphs 1 through 23 are re-alleged and incorporated by reference as if set forth fully herein.

43. The Defendants made the following false statements of material fact to the Plaintiffs as part of their offer sent on or about January 8, 2007 via email:

a. the team captain would be committed to make payments to Merrill for the cost of the Boat; and

b. when the Boat is sold, the balance of the financial obligation to Merrill would be paid back.

44. The Defendants had no intention of honoring these commitments at the time the statements were made. The Defendants knew, or had reason to know, that no funds would be repaid to the Plaintiffs.

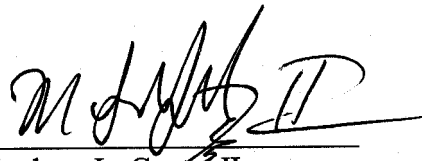
45. The Defendants made these statements with the intent to induce the Plaintiffs' reliance thereon. Specifically, the Defendants made these statements to induce the Plaintiffs to purchase the Boat for the Defendants.

46. The Plaintiffs justifiably relied on the Defendants statements. In particular, the Plaintiffs expected regular payments to be made and to be fully repaid when the Boat was sold.

47. Plaintiffs' justifiable reliance on the Defendants' false statements of material fact, which the Defendants knew were false when they made them, is the direct and proximate cause of damages suffered by the Plaintiffs.

WHEREFORE, and for the foregoing reasons, the Plaintiffs respectfully request judgment for damages against the Defendants, jointly and severally, any other and further relief the Court may deem just and proper.

Dated this 13<sup>th</sup> day of April, 2009.



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"If our fish were any fresher,  
we'd have to sleep them!"

# FLW Team Sondra Jack & Christy Teal

## Sponsorship Cost / Benefit Analysis

### Proposal #1 for the Fish House

Item Number	Item Description	Per Event	Total	TOTAL
<b><u>Fish House Benefits</u></b>				
1	Promotional Appearances at two local/regional events FLW team present with/without boat....events agreed upon by both parties	\$1,000	\$2,000	
2	Jersey Exposure and Boat Logo Exposure (5)	\$1,000	\$5,000	
3	GAFF (Gulf Atlantic Florida Fishing) magazine exposure (6 editions)	\$500	\$3,000	
4	Private Charter (2)	\$500	\$1,000	
5	FLW Championship in Orange Beach Exposure (1 tourney)	\$1,000	\$1,000	
6	FLW Tournaments Participation Exposure (4 tourneys)	\$500	\$2,000	
7	FishHouse logo/link on redfishchix.com for 12 months	\$100	\$1,200	
8	Sponsor mentions			\$15,600
	Sub-total		\$400	

#### **FLW Team Benefits**

1 2007 Ranger Bay 2200: purchase price, tax, tag, and title

\$43,000

Sub-total

\$43,000

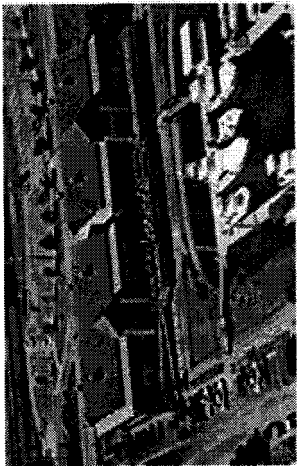
Net Benefit to FLW Team

\$27,400

\*\*Initial Loss to Fish House/ Collier Merrill

\$27,400





*"If our fish were any fresher,  
we'd have to slap them!"*

## **The Fish House Proposal #1 Sponsorship Benefits**

These are descriptions of the line items listed on page 1, and define what the FLW team proposes to do/offer for the benefit of the *Fish House*.

1. Appear and/or participate in two local events for the benefit of our sponsor. These two events are subject to availability, and are agreed upon by both parties. These events can include but are not limited to the following: boat demonstrations, boat shows, print/image advertisement, TV commercials, etc for the purpose of promoting the *Fish House*.
2. Advertisement on tournament boat and official jerseys. This will garner tremendous visual exposure all over State of Florida due to constant travel and tournament participation.
3. National magazine, GAFF (Gulf Atlantic Florida Fishing) and FLW team captain Sondra Jack have entered into contract for a one-year installment in magazine. This magazine is a bimonthly publication, and will follow the team's travels and FLW fishing experiences through an installment in the magazine every issue for 12 months.
4. Two private charters on the tournament boat at no charge in the local Pensacola Bay area...for personal or business use...and based on availability.
5. Appearance at the 2007 FLW Championship in Orange Beach, AL, regardless of whether or not our team actually participates in that leg of the tournament. We will be participating in events such as meet the pros and many other public meet and greet sessions.
6. Participation in four FLW events throughout the State of Florida. These events are nationally televised on Sunday mornings, with (ESPN or FSN-Fox Sports)
7. Exposure on [redfishchix.com](http://redfishchix.com). Logo/link will be placed on site for one year. This site promotes Sondra and Christy as professional redfish anglers, as well as prominently promotes our sponsors.
8. We as an FLW team are extremely dependent on and thankful for our sponsors. When given an appropriate opportunity, we will publicly thank the *Fish House* for the amazing support.

**\*\*Although the initial capital invested in this sponsorship presents a loss to the *Fish House*, this loss will be offset by the benefits offered above, the team captain's commitment to making payments to Mr. Merrill, and the agreement between both parties that when the boat is sold, the balance of the financial obligation to Mr. Merrill will be paid back, with any profits belonging to the team Captain.**

# FLW Team Sondra Jack & Christy Teal

## Presenting Sponsorship Cost Benefit Proposal #2 for the Fish House

Item Number	Item Description	Per Event	Total	TOTAL
<b><u>Fish House Benefits</u></b>				
1	Promotional Appearances at two local/regional events FLW team present with/without boat.... events agreed upon by both parties	\$1,000		\$2,000
2	Jersey Exposure and Boat Logo Exposure (5)	\$1,000		\$5,000
3	GAFF (Gulf Atlantic Florida Fishing) magazine exposure	\$500		\$3,000
4	Private Charter (2)	\$500		\$1,000
5	FLW Championship in Orange Beach Exposure	\$1,000		\$1,000
6	FLW Tournaments Participation Exposure	\$500		\$2,000
7	FishHouse logo/link on redfishchix.com for 12 months	\$100		\$1,200
8	Sponsor mentions	\$50		\$400
9	Team and Fish House split of profits (overall, after all five tournaments)		tbd	
10	Potential profits from future partnerships with the FLW		tbd	
<b><u>FLW Team Benefits</u></b>				
1	2007 Ranger Bay 2200: purchase price, tax, tag, and title			\$43,000
2	Tournament Entry Fees (4)	\$800		\$3,200
3	Tournament Jerseys			\$750
4	Boat Parking and Storage	\$100		\$1,200
	Sub-total			\$48,150

\*\*This proposal intends the FISH HOUSE to be the primary sponsor for the FLW team. As listed, the FISH HOUSE will be responsible for covering many more of the expenses, the captain will make no monthly payments to repay the financial obligation during the first two years of ownership, and when the boat is sold-all monies will go directly to the FISH HOUSE.



*"If our fish were any fresher,  
we'd have to slap them!"*

## **The Fish House "Presenting" Sponsorship Benefits**

### PROPOSAL #2

These are descriptions of the line items listed on page 1, and define what the FLW team proposes to do/offer for the benefit of the *Fish House*.

1. Appear and/or participate in two local events for the benefit of our sponsor. These two events are subject to availability, and are agreed upon by both parties. These events can include but are not limited to the following: boat demonstrations, boat shows, print/image advertisement, TV commercials, etc for the purpose of promoting the *Fish House*.
2. Advertisement on tournament boat and official jerseys. This will garner tremendous visual exposure all over State of Florida due to constant travel and tournament participation.
3. National magazine, GAFF (Gulf Atlantic Florida Fishing) and FLW team captain Sondra Jack have entered into contract for a one-year installment in magazine. This magazine is a bimonthly publication, and will follow the team's travels and FLW fishing experiences through an installment in the magazine every issue for 12 months.
4. Two private charters on the tournament boat at no charge in the local Pensacola Bay area...for personal or business use...and based on availability.
5. Appearance at the 2007 FLW Championship in Orange Beach, AL, regardless of whether or not our team actually participates in that leg of the tournament. We will be participating in events such as meet the pros and many other public meet and greet sessions.
6. Participation in four FLW events throughout the State of Florida. These events are nationally televised on Sunday mornings, with (ESPN or FSN-Fox Sports)
7. Exposure on redfishchix.com. Logo/link will be placed on site for one year. This site promotes Sondra and Christy as professional redfish anglers, as well as prominently promotes our sponsors.
8. We, as an FLW team, are extremely dependent on and thankful for our sponsors. When given an appropriate opportunity, we will publicly thank the *Fish House* for the amazing support.
9. After all five tournaments, all expenses will be covered, with any and all monies remaining (whether it be from winnings or cash sponsorships) will be split between the team and the *Fish House* (33% each)
10. Any 2008 (next season) FLW partnerships/winnings/ will be shared with *Fish House* as an incentive to substantially support our team in 2007 season.
11. Since the *Fish House* is Presenting sponsor- the FLW team's jerseys, boat wrap, magazine articles will contain very large *Fish House* logos, strategically displayed for maximum exposure.