

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

GIGI STETLER and RV SALES OF
BROWARD, INC.,

CASE NO.:

Plaintiffs,

vs.

MARK BELLISSIMO, EQUESTRIAN SHOW HOLDINGS,
LLC, EQUESTRIAN SPORT PRODUCTIONS, LLC and
WELLINGTON EQUESTRIAN PARTNERS, LLC,

Defendants.

COMPLAINT

COMES NOW the Plaintiffs, GIGI STETLER ("Stetler") and RV SALES OF BROWARD, INC. (RVSB"), by their attorney, and sue the Defendants, MARK BELLISSIMO ("Bellissimo"), EQUESTRIAN SHOW HOLDINGS, LLC ("ESH"), EQUESTRIAN SPORT PRODUCTIONS, LLC ("ESP"), and WELLINGTON EQUESTRIAN PARTNERS, LLC ("WEP") and allege the following, pleading their claims in the alternative:

ALLEGATIONS COMMON TO ALL COUNTS

1. Plaintiff, STETLER, is a Florida resident who at all times material was the President of Plaintiff, RVSB.
2. RVSB is a Florida corporation located at 1955 South S.R. 7, Ft. Lauderdale, Broward County Florida.
3. At all times material RVSB was in the business of selling, servicing, and renting Recreational Vehicles ("RVs").

4. Defendant, BELLISSIMO, is a Florida resident residing in Palm Beach County, Florida.

5. At all times material BELLISSIMO was the managing member of Defendants, EQUESTRIAN SHOW HOLDINGS, LLC (“ESH”), EQUESTRIAN SPORT PRODUCTIONS, LLC (“ESP”), and WELLINGTON EQUESTRIAN PARTNERS, LLC (“WEP”).

6. At all times material BELLISSIMO was acting both in an individual capacity and in the course and scope of his employment as the managing member of the Defendants, ESH, ESP and WEP.

7. At all times material ESH was a Florida corporation located at 14440 Pierson Road, Wellington, Florida 33414-7673.

8. At all times material ESP was a Florida corporation located at 14440 Pierson Road, Wellington, Palm Beach County, Florida 33414-7673.

9. At all times material WEP was a Florida corporation located at 14440 Pierson Road, Wellington, Palm Beach County, Florida 33414-7673.

10. At all times material Defendant, ESH, held the license issued by the United States Equestrian Federation (“USEF”), the governing body of American equestrian events, to operate the Winter Equestrian Festival.

11. At all times material Defendants, ESH, ESP and WEP were vicariously responsible for the actions of BELLISSIMO, as set forth below, who was acting both individually and in the course and in the scope of his employment with the Defendant corporations

12. The Winter Equestrian Festival is the premier horseshow and equestrian competition in the United States and is located in Wellington, Palm Beach County, Florida.

13. At all times material ESH was responsible for upholding and enforcing USEF rules and regulations at the WEF and for protecting the rights of all USEF members at the Winter Equestrian Festival including STETLER.

14. Defendant, ESP, at all times material, was the competition manager of the Winter Equestrian Festival and was responsible for upholding and enforcing USEF rules and regulations at the Winter Equestrian Festival and for protecting the rights of all USEF members, including STETLER.

15. Defendant, WEP, at all times material was the operating manager of the Winter Equestrian Festival and was also responsible for upholding and enforcing USEF rules and regulations at the Winter Equestrian Festival and for protecting the rights of all USEF members, including STETLER.

16. Defendants have either held the license and/or managed the Winter Equestrian Festival (“WEF”) for approximately three years.

17. The WEF runs for approximately four months during the winter season.

18. The WEF attracts equestrian competitors, participants, vendors and spectators from all over the world.

19. From 1992 through 2009 STETLER was an exhibitor, participant, spectator, competitor and sponsor of the WEF.

20. From 1992 through 2009 RVSB was a sponsor of the WEF.

21. From 1992 through 2008 STETLER and RVSB had written contracts for sponsorship of the WEF with the prior USEF licensee.

22. The prior contracts contained option to renew and rights of first refusal clauses.

23. The prior licensee was also the owner of the grounds on which the WEF events were held.

24. Many of the competitors, participants, vendors and spectators who attended the WEF resided in RVs which they owned or rented during the four months of the competition.

25. STETLER and RVS B derived substantial revenue from selling, renting and servicing RVs to the WEF participants and from providing and servicing the campsites for the RVs.

26. STETLER and RVS B would generate RV related sales, servicing and rentals throughout the year from leads and contacts generated through the WEF.

27. In 2000 STETLER and RVS B, at their expense, began to build a campground on the South Grounds of the WEF known as the Littlewood Farms. The campground when completed provided hook-ups for sixty RVs. The campground was completed in 2003.

28. Commencing in 2003 and in each year until 2008, STETLER and RVS B had a contract with Littlewood Farms, whereby Plaintiffs would lease the campground during the WEF and pay Littlewood Farms a sum of money and other benefits.

29. At all times material until 2008 Littlewood Farms also had a horseshow on the South Grounds at times other than on the dates of the WEF. STETLER and RVS B sponsored and participated in the other horse show as well and derived income from that participation.

30. In approximately 2008 Defendants purchased or otherwise acquired the rights and ownership to the WEF and the Littlewood Farms horseshow which included the land on which the campground built by Plaintiffs was situated.

31. Plaintiffs entered into an oral agreement with MARK BELLISSIMO and the other Defendants whereby Plaintiffs sponsored the 2009 WEF and operated the campground in exchange

for loaning Defendants the equipment listed in Exhibit "A", attached, and other valuable consideration.

32. The value of the equipment loaned by Plaintiffs to Defendants exceeded \$200,00.00.

33. After the 2009 WEF STETLER contacted BELLISSIMO to negotiate the terms for Plaintiffs sponsorship of the 2010 WEF.

34. Initially BELLISSIMO agreed to allow Plaintiffs to sponsor the 2010 WEF.

35. BELLISSIMO requested that STETLER forward to him RVSB's Confidential Client List as well as the budget, trade secrets and business model for the campground operation.

36. As consideration for the agreement, BELLISSIMO also requested that he be allowed to keep for his own personal use certain equipment previously loaned by Plaintiffs to Defendants in exchange for sponsorship of the 2009 WEF.

37. Plaintiffs were led to believe that they had an agreement with Defendants for the sponsorship of the 2010 WEF and the campground rights. As a result, Plaintiffs provided Defendants with their Confidential Client List and trade secrets for operation of the campground and allowed Defendants the use of equipment identified in Exhibit "A", attached.

38. Plaintiffs also agreed that BELLISSIMO could keep certain equipment identified in Exhibit "A", attached, as consideration for sponsorship of the 2010 WEF and operation of the campground.

39. Shortly after receiving Plaintiffs Confidential Client List and other proprietary information Defendants advised Plaintiffs that they were not the sponsors of the 2010 WEF and that Camping World, a major competitor of RVSB, had been given the sponsorship.

40. Defendants then contacted all of Plaintiffs clients listed on the Confidential Client List and advised each client that Camping World was the new and only RV provider of the WEF and

to return or cancel any RV rental contract with Plaintiffs. (Defendants' October 21st, 2009 Press Release as to the above is attached hereto as Exhibit "B").

41. Defendants also gave Camping World the rights to the campground built by Plaintiffs, the use of Plaintiffs equipment located on the campground, including on-site utility equipment necessary to operate the campground, and Plaintiffs' trade secrets as to the operation of the campground.

42. Plaintiffs retained an attorney who wrote Defendants in November and December of 2009 and demanded the return of Plaintiffs' equipment now in the wrongful possession of the Defendants. (The letters sent on behalf of Plaintiffs to Defendants dated November and December of 2009 demanding the return of Plaintiffs' equipment are attached as Exhibits "C" and "D".)

43. Defendants refused to return Plaintiffs' property.

44. STETLER is an accomplished equestrian competitor and it was critical for STETLER to compete in the 2010 WEF as that was her long standing method to promote her RV business and to maintain customer relations with her horseshow clients.

45. A major reason why STETLER's clients did business with Plaintiffs was STETLER's long term involvement and support of equestrian competitions and the horseshow community.

46. Although Plaintiffs were no longer sponsors of the 2010 WEF competition, STETLER personally was a competitor in the Adult Jumper Division of the 2010 event.

47. Far Niente VI, LLC is Florida a corporation owned or controlled by Defendants.

48. Far Niente VI, LLC now owns the land on which the WEF is held.

49. On February 16th, 2010, in the midst of STETLER's personal competition at the WEF, MARK BELLISSIMO, acting individually and on behalf of the Defendants, through Far

Niente VI, LLC., a business entity which he controlled and/or managed, caused STETLER to be barred from the horse show grounds as a competitor, exhibitor, spectator and participant and threatened her with trespass penalties if she came on the WEF grounds. (The letter written on February 16th, 2010 excluding STETLER from the WEF grounds is attached as Exhibit "E").

50. By unilaterally excluding STETLER from the WEF, Defendants violated the United States Equestrian Federation ("USEF") rules which governed the event.

51. STETLER filed a protest with the USEF.

52. On March 24th, 2010 a full-day hearing was held by the USEF in its headquarters in Lexington, Kentucky which all the parties to this lawsuit attended. GIGI STETLER and MARK BELLISSIMO testified at that hearing.

53. On May 17th, 2010, after the 2010 WEF had concluded, the USEF, in a unanimous decision, found that the Defendants violated USEF rules by wrongfully excluding STETLER from the 2010 WEF premises.

54. The USEF further found that Defendants violated USEF rules by denying STETLER the right to compete in the 2010 WEF and in future competitions.

55. On June 29th, 2010 Plaintiffs, through their attorney, wrote Certified Letters to Defendants, pursuant to Florida Statutes, Section 772.11, the "Civil Theft Statute", and again demanded return of their property. (Plaintiffs "Civil Theft" letters dated June 29th, 2010 are attached as Composite Exhibit "F").

56. Defendants still refused to return Plaintiffs equipment.

57. This lawsuit followed.

COUNT I
PLAINTIFFS' CONVERSION CLAIM AGAINST THE DEFENDANTS

58. Plaintiffs adopt and re-allege paragraphs 1 to 57, above.

59. Plaintiffs are the rightful owners of the property which is specifically identified in Exhibit "A", attached.

60. With respect to the 2009 WEF, Plaintiffs allowed Defendants to utilize the property in exchange for sponsorship rights of that event, which event was sponsored by Plaintiffs.

61. With respect to sponsorship of the 2010 WEF, initially Defendants agreed that Plaintiffs could sponsor that event.

62. In exchange for sponsorship rights Plaintiffs agreed to allow Defendants to utilize the property described above.

63. Defendants subsequently refused to allow Plaintiffs to sponsor the 2010 WEF.

64. Plaintiffs demanded return of their property. (Plaintiffs letters demanding return of their property are attached as Exhibits "C", "D", and "F".)

65. Defendants refused to return Plaintiffs' property.

66. Plaintiffs did not authorize Defendants to maintain possession and control of their property.

67. Defendants refusal to return Plaintiffs' property deprived Plaintiffs of their property permanently or for an indefinite period of time.

68. Defendants refusal to return Plaintiffs' property is inconsistent with Defendants ownership interests in the property.

69. Defendants refusal to return Plaintiffs' property constitutes a conversion of the property which rightfully belongs to the Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, punitive damages, costs of litigation and such further relief as the Court deems fit. Plaintiffs demand trial by jury of all issues so triable as of right.

COUNT II
PLAINTIFFS' CIVIL THEFT CLAIM AGAINST DEFENDANTS
PURSUANT TO FLORIDA STATUTES , SECTION 772.11(1)

70. Plaintiffs adopt and re-allege paragraphs 1 to 57, above.

71. This claim is brought pursuant to Florida Statutes, Section 772.11 (1), entitled "Civil Remedy For Theft".

72. All conditions precedent to filing this claim have been met including proper pre-suit written demand and notice on Defendants pursuant to FS 772.11 for return of Plaintiffs' property.

73. Plaintiffs are the rightful owners of the property which is specifically identified in Exhibit "A", attached.

74. With respect to the 2009 WEF, Plaintiffs loaned the property identified above to Defendants and allowed Defendants to utilize the property in exchange for sponsorship rights of that event which Plaintiffs sponsored.

75. With respect to the 2010 WEF, Plaintiffs agreed to allow Defendants to utilize their property if Defendants allowed Plaintiffs to sponsor the 2010 WEF.

76. Defendants initially agreed to allow Plaintiffs to sponsor the 2010 WEF but subsequently refused to allow Plaintiffs to sponsor the event.

77. Plaintiffs demanded return of their property. (Plaintiffs' letters demanding return of their property are attached as Exhibits "C", "D" and "F".)

78. Defendants refused to return Plaintiffs' property.

79. Defendants refusal to return Plaintiffs' property deprived Plaintiffs of the use of their property permanently or for an indefinite period of time.

80. Defendants refusal to return Plaintiffs' property is inconsistent with Defendants ownership interest in the property.

81. Defendants knowingly intended to either temporarily or permanently deprive Plaintiffs of the right to their property.

82. Defendants intended to appropriate Plaintiffs' property for their own use or for the use of others who are not entitled to the use or possession of the property.

83. Defendants' actions herein evidence a felonious intent to steal Plaintiffs' property, which actions constitute civil theft.

WHEREFORE, Plaintiffs demand treble damages, attorneys' fees and court costs against Defendants and further demands trial by jury of all issues so triable as of right.

COUNT III

STETLER'S CLAIM FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

84. Plaintiff, STETLER, adopts and re-alleges paragraphs 1 to 57, above.

85. As set forth in paragraphs 44 to 54, above, Defendants wrongfully and deliberately caused STETLER to be barred from the horseshow grounds and the WEF competition.

86. Defendants conduct was intentional or reckless.

87. Defendants conduct was outrageous.

88. Defendants conduct was calculated to cause STETLER emotional distress.

89. STETLER suffered severe emotional distress, humiliation and embarrassment as a result of Defendants' conduct.

WHEREFORE, STETLER demands compensatory damages, punitive damages and costs of litigation against Defendants and such further relief as the Court might grant. STETLER demands trial by jury of all issues so triable as of right.

COUNT IV
PLAINTIFFS' CLAIM FOR INTERFERENCE WITH ADVANTAGEOUS BUSINESS
RELATIONS AGAINST DEFENDANTS

90. Plaintiffs adopt and re-allege paragraph 1 to 57, above.

91. Plaintiffs had business relationships with the clients listed on their Confidential Client List .

92. Through the course of many years Plaintiffs established and refined certain operating procedures with respect to managing the campground at the WEF.

93. Defendants acquired Plaintiffs Confidential Client List and campground operating procedures through deceptive means as described in paragraphs 35 through 41, above.

94. Defendants had actual knowledge that Plaintiffs had business relationships with those clients.

95. Defendants had actual knowledge that Plaintiffs' campground management procedures resulted in a high level of service to RV customers and was a major factor in why they chose to stay for the season in the campground. These procedures which took years to develop and refine constituted Plaintiffs' trade secrets as to the operation of the campground.

96. Defendants without Plaintiffs knowledge or consent forwarded Plaintiffs' Confidential Client List and trade secret operating procedures to Camping World, a RV dealer and a major competitor of the Plaintiffs.

97. Camping World utilized Plaintiffs' Confidential Client List to contact Plaintiffs' clients and to develop business relationships with those clients which was detrimental to Plaintiffs business.

98. Camping World utilized Plaintiffs' trade secret campground operating procedures to service Plaintiffs' clients when Defendants awarded Camping World the right to operate the campground.

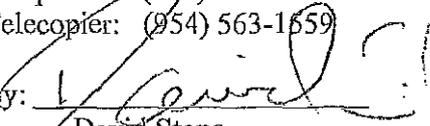
99. Defendants intentionally and unjustifiably interfered with Plaintiffs business relationships.

100. As a result, Plaintiffs suffered economic damages.

WHEREFORE, Plaintiffs demand damages against Defendants including costs of litigation and such further relief as the Court deems fit. Plaintiffs demand trial by jury of all issues so triable as of right.

Dated this _____ day of _____, 2010.

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