

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

CASE NO.

LORNA M. GUTHRIE and  
JEFFREY BRANDMAIER,

Plaintiffs,

v.

ERIC LAMAZE,  
TORREY PINES STABLE FLORIDA CORP.,  
a Florida corporation,  
TORREY PINES STABLE INC.,  
an Ontario corporation, and  
LITTLE CREEK INVESTMENTS INC.,  
a Florida corporation,

Defendants.

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**VERIFIED COMPLAINT**

Plaintiffs, LORNA M. GUTHRIE (“Ms. Guthrie”) and JEFFREY BRANDMAIER (“Mr. Brandmaier”) (collectively, “Plaintiffs”), by and through its undersigned counsel, sue Defendants, ERIC LAMAZE (“Mr. Lamaze”), TORREY PINES STABLE FLORIDA CORP., a Florida corporation, (“TPS Florida”), TORREY PINES STABLE INC., an Ontario corporation (“TPS Ontario”), and LITTLE CREEK INVESTMENTS INC., a Florida corporation (“Little Creek”) (collectively, “Defendants”), and allege as follows:

**I. PARTIES AND JURISDICTION**

1. Plaintiff, Ms. Guthrie, is an individual with a residential address in Palm Beach County, Florida, and who is otherwise *sui juris*.
2. Plaintiff, Mr. Brandmaier, is an individual with a residential address in Palm Beach County, Florida, and who is otherwise *sui juris*.

3. Defendant, Mr. Lamaze, is an individual with a residential address in Palm Beach County, Florida, and who is otherwise *sui juris*. Mr. Lamaze also regularly travels around the world outside of the State of Florida.

4. Defendant, TPS Florida, is a Florida corporation, with its principal place of business in, and transacting business in Wellington, Palm Beach County.

5. Defendant, TPS Ontario, is an Ontario, Canada corporation. Upon information and belief, TPS Ontario has its principal place of business in Ontario, Canada, and transacts business in Wellington, Palm Beach County.

6. Defendant, Little Creek, is a Florida corporation. Upon information and belief, Little Creek has its principal place of business in, and transacts business in Wellington, Palm Beach County.

7. Jurisdiction and venue are proper in Palm Beach County, Florida. The causes of action complained of herein accrued, and property at issue in this litigation is located, in Palm Beach County. In addition, this Court has general and specific jurisdiction over the Defendants pursuant to Fla. Stat. § 48.193, by the Defendants, *inter alia*: (1) operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; and (2) engaging in substantial and not isolated activity within this state.

8. This is an action for damages in excess of \$30,000.00<sup>1</sup>, exclusive of interest, costs and attorney's fees and is within the jurisdiction of the Court.

9. All conditions precedent to the bringing of this action have occurred or have been performed.

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<sup>1</sup> Unless otherwise indicated, the "\$" sign indicates currency values in USD.

10. Plaintiffs have retained the undersigned attorneys to represent them in the prosecution of this action, and are obligated to pay such attorneys their reasonable fees and expenses.

## II. FACTUAL BACKGROUND

11. Mr. Lamaze is a famous horse show jumper (now retired) and horse trainer. Until his retirement in March 2022, Mr. Lamaze regularly competed with horses owned, or co-owned, by Mr. Lamaze, together with other co-owners of the horses (such as Plaintiffs).

12. Mr. Lamaze owns, *inter alia*, TPS Florida, TPS Ontario, and Little Creek.

13. Mr. Lamaze also has business relationships with other individuals and entities in the horse jumping arena. For example, Mr. Lamaze has a business relationship with Mr. Mark Rein, Mrs. Tara Down-Rein, and Rein Family LLC, a limited liability company registered in North Carolina (collectively, the “Rein Family”). As set forth below, Mr. Lamaze sold a horse to the Rein Family, which was 50% owned by Plaintiffs, failed to disclose the sale to the Plaintiffs, and wrongfully retained Plaintiffs’ profit from the sale (comprising a currently-outstanding balance due to Plaintiffs of over \$1.3 million).

14. Plaintiffs have a longstanding history with Mr. Lamaze, initially through Ms. Guthrie’s mother (who financially supported Mr. Lamaze’s early career).

### A. Overview of the Scheme

15. This action is premised upon a scheme (the “Scheme”) planned and executed by Mr. Lamaze and his companies TPS Florida, TPS Ontario, and Little Creek, to: (1) induce Plaintiffs to transfer large sums of money to Defendants, purportedly for the purchase of horses for investment purposes, (2) deceive Plaintiffs regarding the purchase of the investment horses; (3) betray Plaintiffs regarding the sale of the investment horses; and (4) to withhold the proceeds

of sale of an investment horse from Plaintiffs; in order to capitalize on, and take advantage of, Mr. Lamaze's relationship with Plaintiffs.

16. At the heart of the dispute between Plaintiffs and Defendants, this matter concerns the following two (2) horses:

(a) NEWBERRY BALIA NL, a 2013 bay Belgian Warmblood mare registered with the Fédération Equestre Internationale ("FEI") under ID 106HI57 ("Newberry"); and

(b) NIKKA VD BISSCHOP, a 2013 bay Belgian Warmblood mare registered with FEI under ID 106JJ77 ("Nikka").

**B. Plaintiffs Are Deceived In Connection With a Horse - Newberry**

17. During the summer of 2020, Mr. Lamaze informed Plaintiffs of a horse named Newberry and offered Plaintiffs to invest in it under the following terms, which Plaintiffs accepted:

(a) Plaintiffs would pay \$326,452.50 for 100% ownership interest in Newberry. Mr. Lamaze represented to Plaintiffs that this amount represented 100% of the total amount that *Mr. Lamaze*, through TPS Florida, would pay for Newberry;

(b) Mr. Lamaze and his staff would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit;

(c) Plaintiffs would pay for 100% of the expenses associated with training, riding, and maintaining Newberry; and

(d) 100% of the profit on Newberry's sale would be provided to Plaintiffs.

The offer above is hereinafter defined as the "Newberry Offer."

18. Plaintiffs accepted Mr. Lamaze's Newberry Offer. On August 6, 2020, Plaintiffs paid \$326,452.50 to TPS Florida to purchase Newberry. A true and correct copy of the wire transfer receipt is attached hereto as **Exhibit "A."**

19. Plaintiffs recently learned that they were deceived by Defendants as to the purchase price of Newberry. Although Mr. Lamaze represented to Plaintiffs that \$326,452.50 constituted 100% of the purchase price of Newberry, Plaintiffs later learned that TPS Florida was invoiced EUR 190,000.00 (approximately \$223,109.44), on August 10, 2020, for its purchase of Newberry.

20. Consistent with Mr. Lamaze's actions on the Nikka transaction (described below), Mr. Lamaze falsely and deceptively inflated the price of Newberry – and therefore made a wrongful profit of \$103,343.06 from Plaintiffs – that very same week.

21. Plaintiffs also discovered that Defendants never properly registered Plaintiffs' ownership interest in Newberry with the FEI. As of January 6, 2021, the FEI registration indicated the following two owners: "20002082 - Knightwood Stables"<sup>2</sup> and Mr. Lamaze's Canadian company: "20000638 – Torrey Pines Stable Inc" without any indication as to "% Ownership" despite the fact that Plaintiffs were to be the 100% owners of Newberry at all times.

22. After Newberry won the "CSIYH1\* 135-140" and "140-145" classes at the "Sparkassen-Youngsters-Cup" in Aachen in September 2020, Plaintiffs agreed with Mr. Lamaze that a buyer should be found.

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<sup>2</sup> As with Nikka, it is unclear whether this is the same entity as Knightwood Stables LLC, a Florida limited liability company, of which Mr. Brandmeier is a manager, or another "Knightwood Stables" company. In any event, the percentage ownership was not properly recorded, and it was inappropriate to record TPS Ontario as an owner of Newberry.

23. Over 20 months passed since it was agreed that a buyer should be found for Newberry – and Defendants failed to do so. This is no doubt linked to the fact that Newberry was retired from two classes due to crashes in the last three FEI classes under Mr. Lamaze’s care – and arrived back in the United States with an injury.

24. Since Defendants were unable to timely find a buyer, in December 2021, Mr. Lamaze “returned” Newberry to Plaintiffs. However, the FEI registration continues to wrongfully indicate that TPS Ontario has an ownership interest in Newberry.

25. When Plaintiffs initially asked Mr. Lamaze to sell Newberry, she was at her peak of performance and reputation, due to her success in Aachen. It was the prime time to sell her and Defendants failed to do so.

**C. Nikka – Plaintiffs Invest in 50% Ownership of a Horse (Nikka), Defendants Fail to Return to Plaintiffs Over \$1.3 million of Plaintiffs’ Share of Profit**

**(i) Purchase of Nikka**

26. After many years of friendship, in and around September 2020 Mr. Lamaze proposed an opportunity for Plaintiffs to invest together with Mr. Lamaze (individually or through companies that he owns, such as TPS Florida) on an equal (50/50) basis. In sum, the offer, which Mr. Lamaze proposed to Plaintiffs, was as follows:

(a) Mr. Lamaze, individually or through companies that he owns, would purchase a horse – Nikka, and the cost of the purchase, and the ownership of Nikka, would be divided equally (50% as to Mr. Lamaze and 50% as to Plaintiffs);

(b) Mr. Lamaze and his staff would then train Nikka, ride her, and compete with Nikka, in the hopes of increasing its value (e.g. hoping that its value would increase after winning several horse show jumping competitions); and

(c) Mr. Lamaze and Plaintiffs would re-sell Nikka to a third-party buyer, upon mutual agreement, and the parties would split the profits equally (50% as to Mr. Lamaze and 50% as to Plaintiffs), after reimbursement to each party of their expenses in connection with the purchase, training, care, and maintenance of Nikka.

The offer above is hereinafter defined as the “Nikka Offer.”

27. As set forth below, Plaintiffs accepted the Nikka Offer. Plaintiffs transferred what they believed to be their 50% of the purchase price of Nikka to Mr. Lamaze which constituted a total amount of \$278,000 in two tranches.

28. Plaintiffs were deceived into the purchase of Nikka, under false pretenses. Plaintiffs soon learned that Defendants had no intention of performing their end of the bargain.

29. In around September 2020, Mr. Lamaze induced Plaintiffs to invest in Nikka. Consistent with Mr. Lamaze’s Nikka Offer which Plaintiffs accepted, Mr. Lamaze asked Plaintiffs to co-own Nikka with Mr. Lamaze on an equal (50/50) basis. Plaintiffs relied on Mr. Lamaze’s superior experience of buying and selling horses and trusted Mr. Lamaze’s advice that Nikka was a sound investment prospect.

30. With respect to Nikka, Mr. Lamaze and Plaintiffs reached the following agreement:

(a) Plaintiffs would pay \$278,000.00 for 50% ownership interest in Nikka. Mr. Lamaze represented to Plaintiffs that this amount amounted to 50% of the total purchase price for Nikka (i.e., Plaintiffs were led to believe that the total purchase price of Nikka was \$556,000.00);

(b) Mr. Lamaze would train Nikka, ride her, and compete with her, for a duration sufficient to elevate her profile and value, at which point Nikka would be sold for a profit; and

(c) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses).

31. Based on the foregoing, Plaintiffs transferred to Defendants \$278,000.00 for a 50% ownership interest in Nikka, by two wire transfers as follows: (a) \$150,000.00 wire payment sent on September 23, 2020; (b) \$128,000.00 wire payment sent on October 2, 2020. True and correct copies of the wire transfer receipts are attached hereto as **Composite Exhibit "B."**

32. During their ownership of 50% of Nikka, Plaintiffs paid approximately \$30,000.00 in expenses, bringing their total investment in Nikka to approximately \$308,000.00. True and correct copies of the invoices for expenses incurred and paid by Plaintiffs, are attached hereto as **Composite Exhibit "C."**

33. Just like with Newberry, Plaintiffs were deceived by Defendants regarding the purchase price of Nikka. Plaintiffs recently learned that Defendants in fact paid EUR 375,000.00 (approximately \$441,700.00) on or about October 1, 2020, for the purchase of 100% of Nikka. A true and correct copy of the invoice for the purchase of Nikka is attached hereto as **Exhibit "D."** During the same two week period, Defendants charged Plaintiffs \$278,000.00 for 50% of the purchase of Nikka, falsely inflating the value of the horse for Defendants' personal gain. Defendants did not disclose this to Plaintiffs.



34. Plaintiffs believed that their \$278,000.00 investment represented 50% of the purchase price Defendants had paid for the purchase of Nikka, based on Mr. Lamaze's false representations. Plaintiffs relied to their detriment on Mr. Lamaze's false representations, which induced Plaintiffs to invest in the horse on false pretenses. It is clear that Plaintiffs paid significantly more than 50% of Nikka's purchase price.

35. Not only did Defendants misrepresent the purchase price of Nikka and Newberry (thereby pocketing the difference in price and refusing to refund the excess investment to Plaintiffs), but, among other things, Defendants outright failed to disclose the sale of Nikka, and refused to pay Plaintiffs their 50% share of the sale proceeds as agreed. In addition, Defendants, *inter alia*, failed to sell Newberry during the opportune time where market conditions were ripe for sale, despite repeated requests from Plaintiffs, and Plaintiffs have been damaged as a result.

(ii) **Sale to Rein Family LLC**

36. In around January 2021, Mr. Lamaze informed Plaintiffs that Mr. Lamaze had agreed to sell their half of Nikka to Rein Family LLC, for \$525,000.00. A true and correct copy of the relevant portion of the invoice for the sale of 50% of Nikka to Rein Family LLC is attached hereto as **Exhibit "E."**

37. Mr. Lamaze convinced Plaintiffs to sell their interest in Nikka under those terms. Mr. Lamaze induced Plaintiffs to do so in reliance on the promise of a much bigger future payout *from becoming a partner in Mr. Lamaze's remaining 50% ownership interest in Nikka.*

38. Under the terms of the new proposal, proposed by Mr. Lamaze, Nikka would be owned as follows:

- (i) 50% – Rein Family LLC; and
- (ii) 25% – Eric Lamaze (either personally or through Mr. Lamaze’s company); and
- (iii) 25% – Plaintiffs.

Mr. Lamaze would split the proceeds from any future sale (of the remaining 50% of Nikka which they would own jointly) evenly with Plaintiffs.

39. Mr. Lamaze likewise materially breached the new proposal. Mr. Lamaze took and retained the entirety of the payment from Rein Family LLC (in other words, Mr. Lamaze retained \$525,000.00) - this \$525,500.00, in its entirety, should have been remitted entirely to Plaintiff by Mr. Lamaze.

40. When Plaintiffs learned that Mr. Lamaze had diverted the funds rightfully due to them (\$525,000.00), Plaintiffs contacted Mr. Lamaze who informed he had “limited funds,” and additionally conceded he had *already* spent Plaintiffs’ funds.

41. Although Plaintiffs had no obligation to continue to accept a penny less than the amount rightfully owed, in good faith, Plaintiffs offered to accept a partial payment of \$100,000.00 plus a new horse valued at least at \$400,000.00, provided that the transaction would be completed by March 2021. Despite this gracious settlement offer from Plaintiffs, Lamaze did not accept the offer, and Mr. Lamaze did not locate a horse within the specified time frame.

42. Instead of paying the debt due to Plaintiff, on February 12, 2021, Mr. Lamaze offered to pay \$100,000.00 to Mr. Brandmaier (of which \$30,000.00 Mr. Lamaze would keep toward future expenses in connection with horse training and maintenance) as a *partial* payment; Mr. Lamaze at no point refuted that he owed Plaintiffs. The only communications from Mr. Lamaze to Plaintiffs at this time were that Mr. Lamaze was purportedly waiting to sell the

second half (50%) ownership interest of Nikka, and then Mr. Lamaze planned to settle the outstanding amounts due to Plaintiffs. It is evident from the face of these communications that Mr. Lamaze accepted that Plaintiffs still owned 25% of Nikka at this time.

43. Shortly thereafter, Plaintiffs discovered that after Defendants sold 50% interest in Nikka to the Rein Family LLC, a further 45% interest in Nikka was sold to Rein Family LLC on around December 1, 2021, for \$2,270,000.00. A true and correct copy of the relevant portion of the invoice for the sale of 45% of Nikka to Rein Family LLC is attached hereto as **Exhibit “F.”** Indeed, Mr. Lamaze admitted that he received payments from the Rein Family LLC, and then added that Defendants used those funds for Defendants’ own purposes (instead of returning the funds to the Plaintiffs), claiming that the payment “went to a huge hospital bill and I bought 5 dealing horses.”

44. The invoice requesting the transfer of \$2,270,000.00 from Rein Family LLC, indicated two of Mr. Lamaze’s companies: TPS Florida and Little Creek. As a result, it is not clear which one of these two companies of Mr. Lamaze received the funds, however, what is clear, is that Plaintiffs did not receive any payment from Rein Family LLC pursuant to this invoice.

45. Just like with Newberry, Plaintiffs also discovered that Defendants never appropriately registered Plaintiffs’ ownership interest in Nikka with the FEI.

(a) Indeed, as of January 14, 2021, Nikka’s FEI registration reflected two owners: “20002082 – Knightwood Stables<sup>3</sup>” and Mr. Lamaze’s Canadian

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<sup>3</sup> It is unclear whether this is the same entity as Knightwood Stables LLC, a Florida limited liability company, of which Mr. Brandmeier is a manger, or another “Knightwood Stables” company. In any event, the percentage ownership was not properly recorded, it was inappropriate to record TPS Ontario as an owner of Nikka, and “Knightwood Stables” was removed as an owner as of March 20, 2021, according to FEI records.

company: “20000638 – Torrey Pines Stable Inc” without any indication as to “% of Ownership” of each owner.

- (b) As of March 20, 2021, Nikka’s FEI registration reflected the following two owners: “20005962 – REIN FAMILY LLC.” and “20000638 – Torrey Pines Stable Inc” without any indication as to “% of Ownership” of each owner.

46. Therefore, in sum, Defendants sold 95% of Nikka to the Rein Family LLC (without disclosing this to Plaintiffs) for a total of \$2,800,000.00 and retained the remaining 5% for themselves. Accordingly, Nikka was valued at \$2,947,368.42 at the time it was sold to Rein Family LLC.

47. Under the terms of the Nikka Offer which was accepted by Plaintiffs (e.g. the agreement between the parties), Plaintiffs were entitled to a total of \$1,495,834.21 in connection with the sale of Nikka to the Rein Family LLC.

48. On May 24, 2022, in acknowledgement of Plaintiffs’ position, Defendants transferred another \$100,000.00 as another partial payment, to Ms. Guthrie’s account.

49. On June 19, 2022, Nikka was selected to represent the Canadian team at the FEI World Championships in August 2022 (with Canadian rider Beth Underhill), significantly increasing her value.

50. After accounting for a \$170,000.00 Defendants paid to Plaintiffs as partial payments, the total amount owed to Plaintiffs in connection with the sale to Rein Family LLC comprises the principal amount of \$1,325,834.21 (not including interest, costs, attorney’s fees, and other damages incurred by Plaintiffs).

(iii) **Evidence of Defendants' Admissions Post Sale of Nikka to Rein Family LLC**

51. On January 7, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message stating that she was owed half of the sale of the second half to Rein Family LLC. Mr. Lamaze admitted that he accepted the full first payment from Rein Family LLC and suggested that he owed Plaintiffs \$400,000.00 and would try to pay this amount, stating: "*so the 400 hundred I owe you it will take me a little time to get to you.*"

52. On January 9, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message stating, in relevant part:

*[...] I invested in two horses with an original investment of 650 us and now with expenses it is 800 us. They were both sale horses. I did this in hopes I would regain some of the epic losses . . .*

53. On January 25, 2022, Mr. Lamaze sent Ms. Guthrie a WhatsApp message stating "*I will send you money very soon.*"

54. On February 16, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message stating, in relevant part:

*We had agreed that, following the sale of NIKKA, I would receive my share of the proceeds. I was therefore both shocked and disappointed to hear that you reinvested the funds from the sale to purchase new investment horses, without my knowledge or consent.*

\* \* \*

*The balance due to me is \$1.4M USD.*

*I am happy to co-operate with you on a repayment plan that returns funds to me as and when the investment horses are sold, within reason.*

*If you agree, I will draw up a document stating the specifics.*

55. On February 22, 2022, Mr. Lamaze replied as follows:

*[...] I'm sorry I didn't find a horse for Jeff at the moment **I owe you half of what we receive from Mark** and we can put a value on more money, but it will not be 1.4 that will not happen I'm happy to give you half of a great horse **for the second part** I'm making it my priority of paying you back the original payment from Mark we can talk about this tomorrow let not approach this like enemy Muffie please we can see trough [sic] this together I'm willing to take new berry for free and sell it for you at the end I want you to be happy [...]*

(emphasis added).

56. As clearly illustrated above, Mr. Lamaze admitted that Defendants owed Plaintiffs half of what Defendants received from Rein Family LLC, including both transactions (the sale of the initial 50% to Rein Family LLC and the sale of the 45% additional amount to Rein Family LLC).

57. In good faith and without any legal obligation to do, on March 23, 2022, Ms. Guthrie sent Mr. Lamaze a WhatsApp message outlining a plan for how Defendants would repay their debt to Plaintiffs. Therein, Ms. Guthrie expressed her dissatisfaction with how Mr. Lamaze had handled the sale of Nikka. Mr. Guthrie proceeded to give Mr. Lamaze until March 25, 2022 to agree in writing to the repayment plan to Plaintiffs.

58. Unfortunately, Plaintiffs did not receive any response to this message.

59. Having no other choice, on April 7, 2022 and July 15, 2022, respectively, Plaintiffs sent letters, through counsel, outlining Defendants' breaches and defaults, and demanding payment.

60. In Mr. Lamaze's correspondence with Ms. Guthrie, Mr. Lamaze repeatedly recognized that Defendants are in breach of their contractual agreements with Plaintiffs and owe Plaintiffs significant sums of money. Mr. Lamaze committed to transfer Plaintiffs an additional

partial payment of \$200,000.00 by the end of May 2022 (but failed to do so). In relevant part, the following representations were made:

- (a) On May 9, 2022, Mr. Lamaze stated: “now you travel and pick a horse at my stable that will be the end of this deal ... yes I’m guilty of not having found a horse comme [sic] to europe it will be fix it’s to [sic] bad 200 thousand was ready to go to you.” (emphasis added).
- (b) On May 10, 2022, Mr. Lamaze stated: “Yes Muffie [Ms. Guthrie] absolutely I love your parents and I love you 200 will be there thank you.” (emphasis added).
- (c) On May 25, 2022, Mr. Lamaze stated: “I sent 100 yesterday I will keep this up as quick as I can.” (emphasis added).
- (d) On May 31, 2022, Mr. Lamaze responded to Ms. Guthrie’s request for a continued payment plan: “yes of course.” (emphasis added).

61. Despite these voluminous and repeated admissions and promises of payment, \$1,325,834.21 remains outstanding with respect to the principal owed as to the sale of Nikka.

62. Plaintiffs have not received any communications from Defendants since June 7, 2022.

63. Indeed, Defendants have failed and refused to make any further payment, to agree on any repayment schedule, and to agree to the total amount Defendants owe Plaintiffs.

**COUNT I – PIERCING THE CORPORATE VEIL**  
(against all Defendants)

64. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

65. This count is for a declaration that the following are alter egos of each other: Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, and therefore, the entities’ corporate

veil of each of the following entities should be pierced: TPS Florida, TPS Ontario, and Little Creek.

66. Mr. Lamaze, TPS Florida, and Little Creek share stables, staff, agents, and employees. Mr. Lamaze, TPS Florida, and Little Creek are located at the same address, and Mr. Lamaze owns TPS Florida, TPS Ontario, and Little Creek. Mr. Lamaze directed Plaintiffs to send funds to him at his TPS Florida bank account. However, Mr. Lamaze directed his Canadian company, TPS Ontario, to register its interest as an owner of Nikka and Newberry. Likewise, Little Creek was listed on the invoice of \$2,270,000.00 to be received from Rein Family LLC for the sale of 45% interest in Nikka, despite the fact that Little Creek was not listed as an owner of Nikka with the FEI. Mr. Lamaze represented that he would purchase Nikka and Newberry, but in reality, he used TPS Florida to purchase both horses, and registered TPS Ontario as having an ownership interest in both horses. Similarly, Mr. Lamaze failed to properly document Plaintiffs' ownership interest in Nikka and Newberry, as indicated above. Overall, Mr. Lamaze and TPS Florida, TPS Ontario, and Little Creek, objectively represent themselves to third parties in a manner which would lead any reasonable observer to believe that they are one and the same entity.

67. Based in part on the allegations made above, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, were alter-egos of each other.

68. Mr. Lamaze failed to preserve the proper distinction and legal form of TPS Florida, TPS Ontario, and Little Creek. On information and belief, Mr. Lamaze used TPS Florida, TPS Ontario, and Little Creek as shell companies for the purpose of furthering their overall scheme to misuse Plaintiffs' assets for their own personal use and benefit. Mr. Lamaze used TPS Florida, TPS Ontario, and Little Creek to misappropriate funds from Plaintiffs, in a



thinly veiled attempt to eliminate himself from the transactions and to leave Plaintiffs with no redress.

69. Mr. Lamaze dominates and controls TPS Florida, TPS Ontario, and Little Creek to such an extent that each of these entity's independent existence, was in fact non-existent.

70. There is no functional or de facto legal distinction between TPS Florida, TPS Ontario, Little Creek, and Mr. Lamaze; they are alter-egos of each other. Upon information and belief, TPS Florida, TPS Ontario, and Little Creek are entities organized for improper or fraudulent purposes, as an instrumentality to cheat other companies, and individuals, such as Plaintiffs.

71. It appears evident that TPS Florida, TPS Ontario, and Little Creek serve as a corporate sham organized to evade legal obligations, statutory authority, debts and/or corporate obligations, commit fraud, engage in other illegal acts, and/or evade the obligations owed to Plaintiffs and other creditors and/or investors.

72. Plaintiffs have been damaged as a result of Mr. Lamaze's fraudulent and/or improper use of the corporate form of TPS Florida, TPS Ontario, and Little Creek.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, seek a declaration piercing the corporate veil and declaring that Defendants, TPS Florida, TPS Ontario, and Little Creek, are the alter egos of Mr. Lamaze and each other, and demanding judgment against Defendants, jointly and severally, for damages, interest, costs and attorney's fees, and such other and further relief as this Court deems just and proper.

#### **COUNT II – CONVERSION**

(against Mr. Lamaze, TPS Florida, and Little Creek – Newberry and Nikka Funds)

73. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

74. This is an action for conversion against Defendants, Mr. Lamaze and TPS Florida, and Little Creek.

75. Defendants converted to their own use Plaintiffs' funds, including but not limited to those which Mr. Lamaze, TPS Florida, and, upon information and belief, Little Creek received from the sale of Nikka, which funds are the property of Plaintiffs.

76. Plaintiffs demanded that Defendants return the funds, including by numerous text messages, as well as by letters sent through Plaintiffs' counsel on April 7, 2022 and July 15, 2022.

77. Plaintiffs have an immediate right to the possession of their funds.

78. Despite Plaintiffs' demands to return the funds, Mr. Lamaze and TPS Florida, and Little Creek have refused to return the funds to Plaintiffs, to the date of the filing of this Verified Complaint.

79. Mr. Lamaze, TPS Florida, and Little Creek, have wrongfully and illegally retained the benefit of the funds, while refusing to return the funds to Plaintiffs.

80. Mr. Lamaze, TPS Florida, and Little Creek wrongfully exercised dominion and control over the funds, despite not having legal right to the funds.

81. As a direct and proximate result of the conversion by Mr. Lamaze, TPS Florida, and Little Creek, Plaintiffs have suffered damages, including, but not limited to, the value of the funds totaling \$1,325,834.21 in connection with Nikka and \$103,343.06 in connection with Newberry, Plaintiffs' loss of use of the funds, attorney's fees, costs, as well as other damages sustained.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, and Little Creek, jointly and severally, for damages, plus

interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT III – UNJUST ENRICHMENT**  
(against all Defendants – in the alternative)

82. Plaintiffs reaffirm and reallege paragraphs 1-16, 19-25, 37-40, 42-46, 48-60 as if fully set forth herein.

83. Defendants have been unjustly enriched as a direct result of, *inter alia*: (1) retaining Plaintiffs' profits from the sale of Nikka totaling \$1,325,834.21, (2) falsely inflating the price of Newberry and pocketing a wrongful profit of \$103,343.06 in connection with Newberry, (3) any ownership interest in Nikka and Newberry.

84. Plaintiffs have conferred a benefit upon Defendants – namely the value of over \$1,429,177.27 in funds, as well as ownership in Nikka and Newberry.

85. Defendants knowingly appreciated, accepted, and retained such benefit, and continued to appreciate, accept and retain the conferred benefit, by refusing to return the funds to Plaintiffs, refusing to compensate Plaintiffs for the appropriate ownership interest in Nikka and Newberry, and despite Defendants having no right to retain said funds, and ownership interest.

86. Under the circumstances, it would be inequitable for Defendants to retain such benefits without paying the value thereof.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT IV – BREACH OF FLORIDA’S  
DECEPTIVE AND UNFAIR PRACTICES ACT**

(against all Defendants)

87. Plaintiffs reaffirm and reallege paragraphs 1-63, 83 and 84 as if fully set forth herein.

88. Defendants actions are violative and constitute a breach of Florida’s Deceptive and Unfair Practices Act, *inter alia*: (i) inducing Plaintiffs to transfer funds to Defendants for the purported purchase of horses (which prices Defendants falsely inflated for their own personal benefit); (ii) failing to account for the purchase and sale of investment horses, (such that Defendants continue to hold \$1,429,177.27 in Plaintiffs’ funds); (iii) failing to respond to Plaintiffs’ requests regarding Newberry including Plaintiffs’ repeated requests to sell Newberry during opportune market conditions; (iv) improperly recording ownership information with the FEI; as well as (v) Defendants’ deceptive use of corporate entities without regard to corporate form – in an effort to deceive Plaintiffs, as creditors – were improper and unlawful actions, which constitute deceptive acts and/or unfair practices under Fla. Stat. §§ 501.201, *et seq.*

89. Defendants’ deceptive acts or unfair practices as described above were the actual and proximate cause of the actual damages sustained by Plaintiff, including, among others, the loss of \$1,325,834.21 in connection with the failure to remit Plaintiffs’ profit from the sale of Nikka, \$103,343.06 in connection with Defendants’ falsely inflating the purchase price of Newberry, and damages (to be determined at trial) in connection with the failure to timely sell Newberry, as well as attorney’s fees, costs, prejudgment interest, and other damages.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for

damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT V – PROMISSORY ESTOPPEL**  
(against all Defendants)

90. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

91. Mr. Lamaze, individually, and on behalf of TPS Florida, TPS Ontario, and Little Creek, represented and promised that in exchange for receiving a payment from Plaintiffs for 50% of the (actual) purchase price of Nikka, (i) Mr. Lamaze and his staff would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit; and (ii) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses).

92. Mr. Lamaze, individually, and on behalf of TPS Florida, TPS Ontario, and Little Creek, also represented and promised that in exchange for 100% of the (actual) purchase price of Newberry, (i) Mr. Lamaze would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit, (ii) Plaintiffs would pay for 100% of the expenses associated with training, riding, and maintaining Newberry, and (iii) 100% of the profit of the sale of Newberry would be provided to Plaintiffs.

93. Defendants preyed on their long standing relationship and history with Plaintiffs to garner Plaintiffs' consent and funds. In justifiable reliance on Defendants' promises, Plaintiffs to their detriment, *inter alia*: (i) paid inflated amounts for the purchase of Nikka and Newberry to TPS Florida, (ii) trusted that Mr. Lamaze accurately represented the purchase price of Newberry

and Nikka; and (iii) were deceived into investing into Nikka and Newberry on false terms, which Defendants have failed to materially perform.

94. Defendants failed to, among other things: (i) pay Plaintiffs \$1,325,834.21 in connection with Plaintiffs' profit from the sale of Nikka, and (ii) failed to refund Plaintiffs \$103,343.06 in connection with Defendants' falsely inflating the purchase price of Newberry.

95. Injustice can only be avoided by enforcing Defendants' promises.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT VI – FRAUD**  
(against all Defendants)

96. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

97. Mr. Lamaze, individually, and on behalf of TPS Florida, TPS Ontario, and Little Creek, made among other false statements, the following false statements concerning material facts (collectively, the "False Statements"):

- (a) In exchange for receiving a payment from Plaintiffs for 50% of the (actual) purchase price of Nikka, (i) Mr. Lamaze and his staff would train, ride, and compete with Nikka, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit;
- (b) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses);

- (c) 50% of the purchase price of Nikka was \$278,000.00;
- (d) Plaintiffs would have 50% ownership interest in Nikka;
- (e) 100% of the purchase price of Newberry \$326,452.50;
- (f) Defendants would sell Newberry once its value increased;
- (g) Defendants would purchase Newberry on behalf of Plaintiffs, and 100% of the horse would be owned by Plaintiffs.

98. Defendants knew that the False Statements were false at the time they were made.

99. Defendants intended that Plaintiffs rely upon the False Statements in order to induce Plaintiffs to transfer significant sums of funds to Defendants, which Plaintiffs did, as fully described above.

100. Plaintiffs were damaged as a result of Plaintiffs' reliance on Defendants' False Statements.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT VII – BREACH OF CONTRACT (NIKKA)**  
(against Mr. Lamaze and TPS Florida)

101. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

102. Plaintiffs entered into a contract in connection with the purchase of Nikka.

103. Mr. Lamaze, individually and on behalf of TPS Florida, offered in consideration for receiving a payment from Plaintiffs for 50% of the (actual) purchase price of Nikka, (i) Mr. Lamaze and his staff would train the horse, ride the horse, and compete with the horse, for a

duration sufficient to elevate her profile and value, at which point she would be sold for a profit; and (ii) the profit on Nikka's sale would be split between Mr. Lamaze and Plaintiffs on a 50/50 basis (e.g. the proceeds would be split evenly, after both parties would be reimbursed for their respective investments and expenses).

104. Mr. Lamaze, individually and on behalf of TPS Florida, accepted the terms of the offer, accepted wire transfers, through his company TPS Florida, of funds from Plaintiffs, in exchange for 50% ownership interest in Nikka. In addition, Mr. Lamaze through TPS Florida accepted payments from Plaintiffs totaling approximately \$30,000.00 in connection with the care and maintenance of Nikka.

105. Mr. Lamaze, individually and on behalf of TPS Florida, agreed to perform in accordance with the agreement.

106. Demand was made by Plaintiffs upon Mr. Lamaze for payment of amounts owed under the agreement.

107. Mr. Lamaze and TPS Florida have materially breached the agreement by, among other things, failing to return the outstanding amount of \$1,325,834.21 due to Plaintiffs in connection with the sale of Nikka.

108. Plaintiffs have been damaged by Mr. Lamaze's and TPS Florida's defaults and breaches under the agreement.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze and TPS Florida, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.



**COUNT VIII – BREACH OF CONTRACT (NEWBERRY)**

109. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

110. Plaintiffs entered into a contract in connection with the purchase of Newberry.

111. Mr. Lamaze, individually and on behalf of TPS Florida, offered in consideration for 100% of the (actual) purchase price of Newberry, (i) Mr. Lamaze would train the horse, ride the horse, and compete with the horse, for a duration sufficient to elevate her profile and value, at which point she would be sold for a profit, (ii) Plaintiffs would pay for 100% of the expenses associated with training, riding, and maintaining Newberry, and (iii) 100% of the profit of the sale of Newberry would be provided to Plaintiffs.

112. Mr. Lamaze and TPS Florida accepted the terms of the offer, accepted a wire transfer of funds from Plaintiffs which was sent to TPS Florida, in exchange for 100% ownership interest in Newberry.

113. Mr. Lamaze, individually and on behalf of TPS Florida, agreed to perform in accordance with the agreement.

114. Mr. Lamaze and TPS Florida have materially breached the agreement by, among other things, failing to: (i) refund Plaintiffs \$103,343.06 in connection with Defendants' falsely inflating the purchase price of Newberry; (ii) failed to appropriately ride and train Newberry and instead have caused Newberry to be retired prematurely, significantly devaluing the horse; (iii) failed to sell Newberry despite agreement with Plaintiffs to do so – at a point when Newberry's value had increased from the purchase price; (iv) failed to continue looking for

suitable buyers for Newberry and instead “returned” Newberry to Plaintiffs<sup>4</sup>; and (v) inappropriately registered TPS Ontario as owner in the FEI.

115. Plaintiffs have been damaged by Mr. Lamaze’s and TPS Florida’s defaults and breaches under the agreement.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze and TPS Florida, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney’s fees, and for such other and further relief as this Court deems just and proper.

**COUNT IX – NEGLIGENCE (AS TO NEWBERRY)**  
(against Mr. Lamaze)

116. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

117. Mr. Lamaze had a duty to properly train, care and safeguard, maintain, and compete with Newberry.

118. Mr. Lamaze breached that duty by causing Newberry to suffer a debilitating injury while under the control of Mr. Lamaze. This injury has materially decreased Newberry’s value, thus making Newberry unmarketable to potential buyers.

119. Mr. Lamaze’s actions, and/or inactions, proximately caused Newberry’s injuries.

120. As a result, Plaintiffs have suffered damages.

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<sup>4</sup> Plaintiffs demanded that Newberry be returned immediately to their care, after, among other things, Plaintiffs were billed excessively in connection with Newberry, Defendants breached their agreement and duties as to Newberry, and after Defendants permitted amateur riding which caused Newberry to crash through jumps and causing Newberry’s health to materially deteriorate.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendant, Mr. Lamaze, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**COUNT X – BREACH OF FIDUCIARY DUTY**  
(against all Defendants)

121. Plaintiffs reaffirm and reallege paragraphs 1-63 as if fully set forth herein.

122. At all material times, Mr. Lamaze (individually and on behalf of his companies, TPS Florida, TPS Ontario, and Little Creek) – who had represented they would purchase Nikka and Newberry on behalf of Plaintiffs, and would care, maintain, train, and ultimately sell the horses (on Plaintiffs' behalf) – owed a duty to act in good faith and in the best interests of Plaintiffs. At a minimum, Defendants were required not to place their own personal interests ahead of Plaintiffs' interests, or engage in acts of self-dealing or misuse of Plaintiffs' funds.

123. Although discovery herein is certain to reveal more information, as of the date of this filing, Plaintiff has learned that Defendants breached their fiduciary duties by grossly misusing Plaintiffs' funds for their own purposes, inflating the purchase prices of Nikka and Newberry (and pocketing the difference), failing to properly record ownership information or outright falsifying the recordation with FEI, failing to account for the purchase and sale of Nikka and Newberry, all of which were actions to the detriment of Plaintiffs.

124. Defendants converted and misappropriated Plaintiffs' funds, and engaged in an overall scheme to misuse Plaintiffs' property interests in Nikka and Newberry and deprive Plaintiffs of the use of their funds.

125. As a result of the foregoing, Plaintiffs have suffered damages, and continue to suffer damages.

**WHEREFORE**, Plaintiffs, Ms. Guthrie and Mr. Brandmaier, demand judgment against Defendants, Mr. Lamaze, TPS Florida, TPS Ontario, and Little Creek, jointly and severally, for damages, plus interest, together with late fees, court costs, and attorney's fees, and for such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Wherefore, Plaintiffs demand a trial by jury on all issues so triable.

Dated: January 17, 2023.

Respectfully submitted,

By: /s/ Alette D. Rodz

Alette D. Rodz

Florida Bar No. 173592

[arodz@shutts.com](mailto:arodz@shutts.com)

Aleksey Shtivelman

Florida Bar No. 99159

[ashtivelman@shutts.com](mailto:ashtivelman@shutts.com)

Leticia Mora

Florida Bar No. 1002358

[lmora@shutts.com](mailto:lmora@shutts.com)

**Shutts & Bowen LLP**

200 S. Biscayne Boulevard, Suite 4100

Miami, Florida, 33131

(305) 347-7342

*and*

Paula C. Arias, Esq.

Florida Bar No. 68142

[paula@paulacariaslaw.com](mailto:paula@paulacariaslaw.com)

**Paula C. Arias, P.A.**

11950 SW 72nd Pl

Miami, FL 33156-4643

Phone: (305) 905-6442

*Counsel for Plaintiffs*

VERIFICATION

I verify under penalty of perjury that the foregoing statements are true and correct.

  
LORNA M. GUTHRIE

  
JEFFREY BRANDMAIER

NOT A CERTIFIED COPY

# **EXHIBIT “A”**

*NOT A CERTIFIED COPY*



Newberry

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

**Customer:** MS LORNA M GUTHRIE  
**Street Address:** 49 EDINBURGH RD S  
**City:** GUELPH **Province/State:** ON  
**Country:** CANADA (CA)  
**Customer Account:** [REDACTED] 7504

**Date:** August 6, 2020  
**Branch:** 00131

**Wire Payment ID:** [REDACTED] 5500  
**Financial Transaction ID:** [REDACTED] 7845  
**Wire Payment Amount:** 326,452.50 (USD)  
**TD Service Fee:** 30.00 (CAD)

**Wire Recipient:** TORREY PINES STABLE FLORIDA CORP  
**Street Address:** 2675 SHELTINGHAM DR  
**City:** WELLINGTON **Province/State:** FL  
**Country:** UNITED STATES (US)  
**Account#/IBAN:** [REDACTED] 9572  
**Customer Code:**

**Wire Recipient's Financial Institution:** TD BANK  
**Street Address:** 12280 SOUTHSHORE BLVD  
**City:** WELLINGTON **Province/State:** FL  
**Country:** UNITED STATES (US)  
**Bank Code:** NRTHUS33  
**Intermediary Bank Account#:**

### Reviewing This Wire Payment Agreement

In this Agreement, you will find the following information:

- Section 1: Wire Payment Process
- Section 2: Wire Payment Fees
- Section 3: Returned, Held, or Rejected Payments
- Section 4: Legal Responsibilities
- Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We, us, our,* and *TD* refer to The Toronto-Dominion Bank.

### Section 1: Wire Payment Process

#### 1.1 What does your signature authorize?

- By signing this Agreement, you:
- **Confirm** that the information on page 1 is accurate and complete.
  - **Agree** to the terms and conditions outlined in this Agreement.
  - **Agree** to pay all fees related to the wire payment as outlined in this Agreement.
  - **Authorize** us to send the wire payment based on the information you provide us.

#### 1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

# **EXHIBIT “B”**

*NOT A CERTIFIED COPY*





Nikkifa

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

**Customer:** MS LORNA M GUTHRIE  
**Date:** September 23, 2020  
**Wire Payment ID:** [REDACTED] 2800  
**Street Address:** 49 EDINBURGH RD S  
**Branch:** 00131  
**Financial Transaction ID:** [REDACTED] 2715  
**City:** QUELPU **Province/State:** ON  
**Wire Payment Amount:** 150,000.00 (USD)  
**Country:** CANADA (CA) **TD Service Fee:** 80.00 (CAD)  
**Customer Account:** [REDACTED] 7504

150  
138  
278, U.S.

**Wire Recipient:** TORREY PINES STABLE FLORIDA CORP  
**Wire Recipient's Financial Institution:** TD BANK  
**Street Address:** 2675 SHELDINGHAM DR  
**Street Address:** 12280 SOUTHSORE BLVD  
**City:** WELLINGTON **Province/State:** FL **City:** WELLINGTON **Province/State:** FL  
**Country:** UNITED STATES (US) **Country:** UNITED STATES (US)  
**Account#/IBAN:** [REDACTED] 9572 **Bank Code:** NRTHUS33  
**Customer Code:** **Intermediary Bank Account#:**

### Reviewing This Wire Payment Agreement

- In this Agreement, you will find the following information:
- Section 1: Wire Payment Process
  - Section 2: Wire Payment Fees
  - Section 3: Returned, Held, or Rejected Payments
  - Section 4: Legal Responsibilities
  - Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We*, *us*, *our*, and *TD* refer to The Toronto-Dominion Bank.

### Section 1: Wire Payment Process

#### 1.1 What does your signature authorize?

- By signing this Agreement, you:
- Confirm that the information on page 1 is accurate and complete.
  - Agree to the terms and conditions outlined in this Agreement.
  - Agree to pay all fees related to the wire payment as outlined in this Agreement.
  - Authorize us to send the wire payment based on the information you provide us.

#### 1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money



Nikkita

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

Customer: MS LORNA M GUTHRIE

Date: October 2, 2020

Wire Payment ID: 6300

Street Address: 49 EDINBURGH RDS

Branch: 00131

Financial Transaction ID: 5807

City: GUELPH

Province/State: ON

Wire Payment Amount: 128,000.00 (USD)

Country: CANADA (CA)

TD Service Fee: 80.00 (CAD)

Customer Account: 7504

Wire Recipient: TORREY PINES STABLE FLORIDA CORP

Wire Recipient's Financial Institution: TD BANK

Street Address: 2675 SHELTINGHAM DR

Street Address: 12280 SOUTHSFORE BLVD

City: WELLINGTON

Province/State: FL

City: WELLINGTON

Province/State: FL

Country: UNITED STATES (US)

Country: UNITED STATES (US)

Account#/IBAN: 9572

Bank Code: NRTHUS33

Customer Code:

Intermediary Bank Account#:

Reviewing This Wire Payment Agreement

In this Agreement, you will find the following information:

- Section 1: Wire Payment Process
• Section 2: Wire Payment Fees
• Section 3: Returned, Held, or Rejected Payments
• Section 4: Legal Responsibilities
• Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the Agreement) and want to make sure you understand what they mean:

You and your refer to the Customer.

We, us, our, and TD refer to The Toronto-Dominion Bank.

Section 1: Wire Payment Process

1.1 What does your signature authorize?

- By signing this Agreement, you:
• Confirm that the information on page 1 is accurate and complete.
• Agree to the terms and conditions outlined in this Agreement.
• Agree to pay all fees related to the wire payment as outlined in this Agreement.
• Authorize us to send the wire payment based on the information you provide us.

1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

# EXHIBIT “C”

NOT A CERTIFIED COPY

# PINES

## TORREY PINES STABLE FLORIDA CORP

DATE: 14 November  
2020

Invoice n° 20 - 01727

OUR COMPANY:  
2675 Shelvingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

**BILL TO:**

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee October New Berry	1000. (2000/2)	1000.00EUR
1	Feed and Bedding.	700.	700.00 EUR
1	Groom Services.	900.	900.00 EUR
1.	MANURE.	50	50.0EUR
1	Osteophath	220.	220EUR
1	FARRIER	350	350EUR
1	Stall Rent (Florida)	300. (600/2)	600EUR
		Subtotal	3820EUR

**PAYMENT DETAILS:**

TD BANK  
12280 Southshore Blvd Wellington, FL, 33414

USA Account # [REDACTED] 9572  
Routing Number: [REDACTED] 4822

Total 3820EUR

(USD=4521,12)

3583,69

81,0481



# TORREY PINES

TORREY PINES STABLE FLORIDA CORP.

DATE: 14 November  
2020

Invoice n° 20 - 01727

OUR COMPANY:

2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

BILL TO:

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee October New Berry	1000. (2000/2)	1000.00EUR
1	Feed and Bedding.	700.	700.00 EUR
1	Groom Services.	900.	900.00 EUR
1.	MANURE.	50	50.0EUR
1	Osteopath	220.	220EUR
1	FARRIER	350	350EUR
1	Stall Rent (Florida)	300. (600/2)	600EUR

Subtotal 3820EUR

PAYMENT DETAILS:

Total 3820EUR

TO BANK

12280 Southshore Blvd Wellington, FL 33414.

( USD=4521,12 )

USA Account # [REDACTED] 9572  
Routing Number: [REDACTED] 4822



# TORREY PINES

TORREY PINES STABLE FLORIDA CORP

DATE: 17 DECEMBER  
2020

Invoice n° 20 - 01732

OUR COMPANY:

2675 Shellingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

BILL TO:

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

*of pd full amount*

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee December NIKKA NEW BERRY	2000 (4000/2)	2000.00EUR
1	Feed and Bedding.	1400	1400 EUR
1	Groom Services.	1800.	1800EUR
1.	MANURE	100	100EUR
1.	FARRIER	300	300EUR
1	Stall Rent (Florida) 2 Horses	1600/2	800 EUR

PAYMENT DETAILS:

Subtotal 6400EUR

TD BANK

Total 6400EUR

12280 Southshore Blvd Wellington, FL,33414.

(USD=7778.24\$)

USA Account #: [REDACTED] 9572

Routing Number: [REDACTED] 4822





**TORREY  
PINES**

TORREY PINES STABLE FLORIDA CORP.

DATE: 17 DECEMBER  
20

Invoice n° 20 - 01732

OUR COMPANY:

2675 Sheltingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com

Margaret Guthrie  
61 Appaloosa Trail  
Wellington, Florida  
33414

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	Training Fee December NIKKA NEW BERRY	2000 (4000/2)	2000.00EUR
1	Feed and Bedding.	1400	1400 EUR
1	Groom Services.	1800.	1800EUR
1.	MANURE.	100	100EUR
1.	FARRIER	300	300EUR
1	Stall Rent (Florida) 2 Horses	1600/2	800 EUR
			6400EUR
			6400EUR

12280 Southshore Blvd Wellington, FL, 33414

(USD=7778.24\$)

USA Account # 2285 9572  
Routing Number: 2285 4822



# TORREY PINES

TORREY PINES STABLE FLORIDA CORP.

DATE: 21 January 2021

Invoice n° 21 - 0002

**OUR COMPANY:**

2675 Sheltingham Drive  
33414 FL Wellington  
USA

info.torreypines@gmail.com

**BILL TO:**

Margaret Guthrie  
2761 Appaloosa Trail  
Wellington, Florida  
33414

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Training Fee December NIKKA NEW BERRY	2000 (4000/2)	2000.00EUR
1	Feed and Bedding,	1400	1400EUR
1	Groom Services.	1800	1800EUR
1.	MANURE.	100	100EUR
2.	FARRIER	600	600EUR
1	Stall Rent (Florida) 2 Horses	1600/2	800 EUR
1	VET expenses	750	750 EUR

Subtotal 7450 EUR

**PAYMENT DETAILS:**

Total 7450 EUR

TD BANK

12280 Southshore Blvd Wellington, FL 33414.

**(USD=9062,10\$)**

USA Account # [REDACTED] 9572

Routing Number [REDACTED] 4822



# **EXHIBIT “D”**

*NOT A CERTIFIED COPY*

# EURO HORSE

WWW.EUROHORSE.BE

Euro Horse bvba - Axel Verlooy  
Troon 22  
2280 Grobbendonk  
Belgium

Tel. +32 (0)14 50 10 47  
Fax. +32 (0)14 50 09 82  
Mob. +32 (0)475 23 26 40  
E-mail: info@eurohorse.be

KLANT - CUSTOMER

Torrey Pines Stables Florida Corp  
2675 Sheltingham Dr  
Wellington, fl, 33414  
USA

BTW-VAT N°	FACTUUR-INVOICE	DATUM-DATE	VERVALDATUM-DUE DATE
	2020099	1/10/2020	15/10/2020

OMSCHRIJVING-DESCRIPTION	AANT-QTY	PRIJS-PRICE	EXCL BTW-VAT
One horse " Nikka Van de Bisschop " 2013 Bay Mare Chipnummer: [REDACTED] 3362	1		375 000,00 €
SUBTOTAAL - SUBTOTAL			375 000,00 €
TE BETALEN - TOTAL DUE			375 000,00 €

*Factuurvoorwaarden: Te betalen binnen 14 dagen / Invoice terms: Payment due within 14 days*

BTW: BE 436.084.977  
H.R Turnhout 61.175.  
BNP Paribas Fortis Bank  
Herentals Belgium

Account NR: [REDACTED] 68-84  
IBAN NR: [REDACTED] 6884  
BIC CODE: [REDACTED]

# **EXHIBIT “E”**

*NOT A CERTIFIED COPY*

**BILL TO:**

REIN FAMILY LLC  
2908 Cone Manor Lane  
Raleigh, NC 27613

2675 Shelvingham Drive  
33414 FL Wellington  
USA  
info.torreypines@gmail.com  
Phone: +15613736100

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	Horse sale 50% Nikka Vd Bisschop MICROCHIP N° [REDACTED] 3362	425000USD	425000USD
	Expenses	100000USD	100000USD
			<b>525000 USD</b>

NOT A CONFIRMED COPY

# EXHIBIT “F”

NOT A CERTIFIED COPY

# TURKEY PINES

Little Creek Investments INC

DATE: 1 DECEMBER  
2021

Invoice n° 21-00043

OUR COMPANY

2675 Shellingham Drive  
33414 FL Wellington  
USA

Info: [info.torreypines@gmail.com](mailto:info.torreypines@gmail.com)  
Phone: +34660579696

**BILL TO:**

REIN FAMILY LLC 2908  
Cone Manor Lane  
Raleigh, NC, 27613

QUANTITY	DESCRIPTION	PRIZE	TOTAL
1	45% NIKKA VD BISSCHOP BAY MARE WITH MICROCHIP N° [REDACTED] 3362	2,270,000 USD	2,270,000 USD

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