

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

STONE RIDGE FARMS, LLC,

Plaintiff,

v.

Case No.: 23-CA-_____

TORREY PINES STABLE FLORIDA
CORP. and ERIC LAMAZE,
Defendants.

_____ /

COMPLAINT

Plaintiff, STONE RIDGE FARMS, LLC, by and through its undersigned counsel, sues Defendants, TORREY PINES STABLE FLORIDA CORP. and ERIC LAMAZE, and alleges the following.

1. This is an action for damages in excess of \$50,000.00, exclusive of costs and attorneys' fees.
2. Plaintiff, STONE RIDGE FARMS, LLC ("STONE RIDGE"), is a foreign limited liability company with its principal place of business in Alberta, Canada.
3. Defendant, TORREY PINES STABLE FLORIDA CORP. ("TORREY PINES"), is a for-profit Florida corporation with a principal place of business in Palm Beach County, Florida, that was administratively dissolved by the Florida Department of State, Division of Corporations, on September 23, 2022.
4. Defendant, ERIC LAMAZE ("LAMAZE"), is an individual who resides in Palm Beach County, Florida.

5. LAMAZE is a well-known horse show jumper and horse trainer who was named to the Canadian Equestrian Team in 1992 and represented Canada in multiple World Championships from 1994 through 2018. LAMAZE won a gold medal at the 2008 Olympic Games and helped the Canadian Equestrian Team win the silver medal that year. LAMAZE won the individual bronze medal at the 2016 Olympic Games.

6. LAMAZE formed TORREY PINES in 2014. TORREY PINES purports to be “a leading international show jumping training and sales business.” Upon information and belief, LAMAZE is the sole owner of TORREY PINES.

7. In 2015, Kara Chad and Bretton Chad, the principals of STONE RIDGE, and their father, Robert Chad, joined with TORREY PINES and LAMAZE in various business transactions related to the show jumping industry. Robert Chad, his daughters and LAMAZE shared a close relationship during this period of time wherein LAMAZE trained Robert Chad’s daughters to compete at the highest levels of equestrian competition.

8. Within the scope of this relationship, STONE RIDGE engaged LAMAZE to locate an acceptable horse for Bretton Chad to use in show jumping competitions. LAMAZE accepted this engagement from STONE RIDGE and coordinated the search for a suitable horse for STONE RIDGE. LAMAZE led STONE RIDGE to believe that he was acting solely as agent for STONE RIDGE in conjunction with the assignment to locate a horse for STONE RIDGE.

9. Eventually, LAMAZE located a horse, a 2006 Bay Gelding named “Bright”, at Ashford Farm in Belgium. LAMAZE advised STONE RIDGE that Bright was a good showjumping horse and suitable for STONE RIDGE’s purposes. Accordingly, LAMAZE

recommended that STONE RIDGE purchase Bright and pay to Ashford Farms the EUR 625,000 asking price for the horse.

10. Based on the close relationship of trust and confidence that STONE RIDGE then reposed in LAMAZE, as well as his experience as a world class horseman, STONE RIDGE relied on his representations that EUR 625,000 was a fair and reasonable price for the horse.

11. Therefore, based solely upon LAMAZE's recommendation, STONE RIDGE purchased Bright from Ashford Farms for EUR 625,000. A true and correct copy of the Bill of Sale for STONE RIDGE's purchase of Bright is attached hereto as **Exhibit A**.

12. As a part of its purchase of Bright, STONE RIDGE paid a commission in the amount of EUR 62,500.00 to TORREY PINES for LAMAZE's work in procuring the horse. A true and correct copy of the invoice for TORREY PINES' commission is attached hereto as **Exhibit B**.

13. LAMAZE never informed STONE RIDGE that either he or TORREY PINES would also receive a commission or other compensation from Ashford Farms for the sale of Bright to STONE RIDGE prior to (or after) STONE RIDGE's purchase of the horse. In fact, STONE RIDGE assumed that LAMAZE represented only STONE RIDGE in conjunction with its purchase of Bright and acted solely in the best interests of STONE RIDGE in connection with the transaction.

14. STONE RIDGE's assumption that LAMAZE worked solely for STONE RIDGE in conjunction with its purchase of Bright was entirely reasonable based on STONE RIDGE's relationship with LAMAZE and consistent with standard industry practices at the time of the purchase, as well as today.

15. Furthermore, STONE RIDGE's assumption was supported by Florida law relating to the purchase and sale of horses. Pursuant to Chapter 5H-26 of the Florida Agriculture Code, a person acting as a dual agent in a transaction involving the sale or purchase of an interest in a horse is required to obtain the written consent of both the Purchaser and the Owner of the subject horse prior to receiving a commission for the transaction. Rule 5H-26.003, Florida Agriculture Code.

16. Unfortunately, Bright was not the horse that LAMAZE represented him to be. STONE RIDGE entered Bright into multiple competitions from 2016 through 2019, but Bright's performance was dismal at best.

17. After four years of attempting to work with Bright to become a successful competition horse, STONE RIDGE eventually sold Bright to a third party for GBP 8,000.00 on or about June 2020, significantly less than the EUR 625,000 it had paid four years prior.

18. In September of 2021, STONE RIDGE discovered, for the first time, that LAMAZE and/or TORREY PINES had **also** received a commission from Ashford Farms for STONE RIDGE's purchase of Bright in 2015, in addition to the EUR 62,500.00 commission STONE RIDGE had paid LAMAZE and/or TORREY PINES.

19. Upon information and belief, the commission that LAMAZE and/or TORREY PINES received from Ashford Farms was substantial, amounting to as much as half of the amount that STONE RIDGE paid for Bright.

20. Upon information and belief, but for the undisclosed commission that Ashford Farms paid LAMAZE and/or TORREY PINES, the sales price for Bright would

have been significantly less than the EUR 625,000 that STONE RIDGE ultimately paid, at the urging of LAMAZE and/or TORREY PINES.

21. All conditions precedent to the filing of this action have occurred, have been performed by STONE RIDGE, or have been waived.

COUNT I – FRAUDULENT MISREPRESENTATION

22. STONE RIDGE realleges the allegations in paragraphs 1 through 21 above as if fully incorporated herein.

23. This is an action for fraudulent misrepresentation.

24. LAMAZE, individually and on behalf of TORREY PINES, made false statements to STONE RIDGE relating to the value of Bright. Specifically, LAMAZE communicated to STONE RIDGE that it should purchase Bright for EUR 625,000.00 because Bright would be an effective showjumping horse for STONE RIDGE.

25. LAMAZE knew that his statements were false when he made them to STONE RIDGE. LAMAZE made the statements to STONE RIDGE in order to induce STONE RIDGE to purchase Bright so that LAMAZE and/or TORREY PINES could recover a sales commission from STONE RIDGE in addition to the substantial commission that LAMAZE and/or TORREY PINES received from Ashford Farms.

26. STONE RIDGE reasonably relied upon the statements made by LAMAZE and TORREY PINES when it decided to purchase Bright for the purchase prices of EUR 625,000.00.

27. As a result of STONE RIDGE's reliance upon the false statements made by LAMAZE and TORREY PINES, STONE RIDGE sustained damages.

28. As the manager, member, agent and/or representative of TORREY PINES, LAMAZE is individually liable for any fraudulent misrepresentation by TORREY PINES, because he individually and personally participated directly in this tortious conduct.

29. STONE RIDGE reserves its rights to seek an award of punitive damages against LAMAZE and/or TORREY PINES upon the requisite showing pursuant to Section 768.72, Florida Statutes.

WHEREFORE, Plaintiff, STONE RIDGE FARMS, LLC, demands judgment against Defendants, TORREY PINES STABLE FLORIDA CORP. and ERIC LAMAZE, individually, jointly and severally, for damages, costs, and such further relief as this Court deems just and proper.

COUNT II – FRAUDULENT CONCEALMENT

30. STONE RIDGE realleges the allegations in paragraphs 1 through 21 above as if fully incorporated herein.

31. This is an action for fraudulent concealment and/or fraud by omission.

32. LAMAZE, individually and on behalf of TORREY PINES, concealed material information from STONE RIDGE to induce STONE RIDGE to purchase Bright and pay a commission to TORREY PINES in connection with that purchase.

33. Specifically, LAMAZE failed to communicate material information to STONE RIDGE regarding the condition and/or capabilities of Bright, as well as the fact that LAMAZE and/or TORREY PINES would receive a second commission from the seller of the horse if STONE RIDGE completed its purchase.

34. Furthermore, upon information and belief, the commission that LAMAZE and/or TORREY PINES ultimately received from the seller of the horse was substantial,

amounting to as much as half of the amount that STONE RIGE ultimately paid for the horse.

35. LAMAZE never communicated that he and/or TORREY PINES would receive a second commission from the seller of the horse, before or after STONE RIDGE completed the purchase of the horse.

36. At the time that the concealments occurred, LAMAZE knew or should have known that STONE RIDGE was relying upon his representations in connection with its purchase of Bright.

37. STONE RIDGE reasonably and justifiably relied on the information that LAMAZE provided, as well as the information he intentionally failed to provide, in connection with its purchase of the horse. Such information was material and should have been disclosed to STONE RIDGE by LAMAZE.

38. Had LAMAZE informed STONE RIDGE about all the facts that he concealed from STONE RIDGE it would not have completed its purchase of Bright for EUR 625,000.

39. The intentional concealment and/or nondisclosure of material facts by LAMAZE induced STONE RIDGE to purchase the horse.

40. STONE RIDGE has sustained damages as a result of the intentional omission and concealment of material facts by LAMAZE on behalf of TORREY PINES.

41. As the manager, member, agent and/or representative of TORREY PINES, LAMAZE is individually liable for any fraudulent concealment and/or fraud by omission by TORREY PINES, because he individually and personally participated directly in this tortious conduct.

42. STONE RIDGE reserves its rights to seek an award of punitive damages against LAMAZE and/or TORREY PINES upon the requisite showing pursuant to Section 768.72, Florida Statutes.

WHEREFORE, Plaintiff, STONE RIDGE FARMS, LLC, demands judgment against Defendants, TORREY PINES STABLE FLORIDA CORP. and ERIC LAMAZE, individually, jointly and severally, for damages, costs, and such further relief as this Court deems just and proper.

Dated this 3rd day of April 2023.

Respectfully submitted,

DENTONS COHEN & GRIGSBY P.C.

/s/ Marshall P. Bender

JOSHUA A. HAJEK

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MARSHALL P. BENDER

Florida Bar No. 0071474

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Bright


ASHFORD FARM


Vosheuvelstraat 46 - 3950 Bocholt - Belgium

27th May 2015.

BILL OF SALE:

Ashford Farm SPRL Vosheuvelstraat 46 Bocholt Belgium, (herein referred to as "SELLER"), hereby sells transfers and delivers Stone Ridge Farms LLC, United States, (herein referred to as "BUYER") 100 percent of ownership of the horse described below for the amount of 625,000.00 Euro.

DESCRIPTION OF THE PROPERTY:

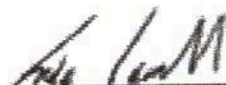
"Bright" by Vittorio x Ircolando 2006 Bay Gelding Microchip 528210000839330

BUYER agrees that the PROPERTY has been fully inspected by BUYER and BUYER'S veterinarian or that the BUYER has waived the opportunity to conduct such an inspection.

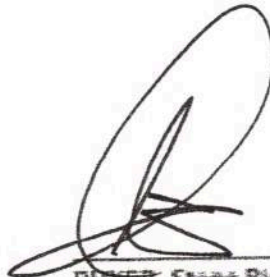
BUYER hereby acknowledges receipt of registration papers for the PROPERTY in such form as is necessary to transfer registration of the PROPERTY to the BUYER.

SELLER shall in no event be liable for any consequential or incidental damages suffered by BUYER or any other person. BUYER agrees to indemnify and hold SELLER harmless from claims by any person arising out of events occurring after the date of delivery indicated above.

NOTICE



SELLER - Ashford Farm SPRL
Enda CARROLL
Vosheuvelstraat 46
Bocholt 3950,
Belgium.



BUYER- Stone Ridge Farms LLC

United States.



Vosheuvelstraat 46 - 3950 Bocholt - Belgium

Stone Ridge Farms LLC,

United States

N° TVA	ECHEANCE
Export	27th May 2015

A RAPPELER LORS DU PAIEMENT			
FACTURE / INVOICE			
CLIENT	C52	DATE	27th May 2015
N°			2015/046

DESCRIPTION	AMOUNT
<p>Sale of Horse 100%</p> <p>Name of horses Bright by Vittorio x Ircolando</p> <p>2006 Bay Gelding</p> <p>Microchip 528210000839330</p> <p style="text-align: right;">Price in Euros</p> <p>Exonération TVA Belge - Article 39 bis, § 1, 1° CTVA</p>	€ 625,000.00

TOTAL WITHOUT VAT	€ 625,000.00
VAT 21%	EXPORT

TOTAL	€ 625,000.00
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Ashford Farm SPRL - Vosheuvelstraat 46 - 3950 Bocholt - Belgium

BELFIUS IBAN : BE24 0688 9857 0338 - BIC : GKCCBEBB
RPM / TVA BE 0832.872.682 (VAT)

Bank Address Stalenstraat 187/1 Genk, 3600 Belgium.

Torrey Pines Stable Florida Corp

2675 Sheltingham Dr.
Wellington, FL, 33414

Phone # 5616018245

Date	Invoice #
6/27/2015	15-0702

Bill To
Stone Ridge Farms LLC 4227 britannia dr SW T2S1J4, calgary Canada

P.O. No.	Terms	Project

Quantity	Item	Description	Amount
0.1	Commission	BRIGHT	62,500.00
Total			EUR 62,500.00

NOT A CERTIFIED COPY