

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

**WORLD OF BEER FRANCHISING, INC.**,  
a Florida corporation,

Plaintiff,

v.

**SRQBEER USK LLC**, a Florida limited liability company; **J DUBS BREWING COMPANY, LLC**, a Florida limited liability company; **DEAN LAMBERT**, an individual; and **MARK BRODERICK**, an individual,

Defendants.

Case No. 2017-CA-000874

Division: L

**ORDER GRANTING PLAINTIFF'S MOTION FOR TEMPORARY INJUNCTION**

This cause is before the Court on Plaintiff's Emergency Amended Ex Parte Motion for Temporary Injunction. The Court, having previously issued an ex parte temporary injunction on January 31, 2017, having reviewed the Motion and now heard argument from the parties, and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law:

(a) The Plaintiff, World of Beer Franchising, Inc. ("**WOBF**") is a franchisor of retail alcohol establishments that feature and sell imported and domestic beers, tavern fare, and other authorized products in a distinctive pub environment.

(b) The Defendant, SRQBEER USK, LLC ("**SRQBEER**") was a World of Beer® franchisee that operated a tavern located at 8217 Tourist Center Drive, Bradenton, Florida 34201 (the "**Tavern**") under a 2009 franchise agreement with WOBF (the "**Franchise Agreement**"). SRQBEER was assigned the Franchise Agreement from another WOBF franchisee in 2012.

(c) The Defendant, Mark Broderick, and the Defendant, Dean Lambert, are the

managers of SRQBEER (collectively, the "**Defendants**").

(d) Under the Franchise Agreement, SRQBEER agreed to certain post-termination obligations such as to provide WOBF, upon written notice from WOBF within 60 days from the date of termination, the right to purchase the Tavern, as well as, for a period of two years, not to have any direct or indirect interest as a disclosed or beneficial owner in any competitive business, perform any service for any competitive business, recruit or hire any person who is a WOBF employee (or employee of any WOBF Franchisee), or divert or attempt to divert any business or customers to a competitive business.

(e) On January 15, 2017, SRQBEER entered into an Intent to Enter Licensing Agreement with JDubs Brewing Company, LLC ("**JDubs**"), under which SRQBEER agreed to operate a tap room called the Dub Shack at UTC, using JDub's trademarks at the former World of Beer® Tavern.

(f) On January 19, 2017, SRQBEER notified WOBF of its intent to close the Tavern, and on January 20, 2017, it closed the Tavern.

(g) On January 25, 2017, because the Defendants failed to actively operate the Tavern as required under the Franchise Agreement, WOBF terminated the Franchise Agreement.

(h) On January 27, 2017, Defendants opened the Dub Shack at UTC to the public at the former Tavern location

(i) WOBF subsequently brought the subject motion for temporary injunction, requesting the Court enjoin Defendants from operating a competing business and from transferring their interests in the Tavern in violation of WOBF's contractual right of first refusal.

(j) On February 10, 2017, WOBF and the Defendants appeared before the Court on WOBF's motion for temporary injunction.

(k) After termination and before opening the Dub Shack, Defendants did not provide WOBF an opportunity to purchase Defendants' interests in the Tavern.

(l) Defendants' operation of the Dub Shack is violating Defendants' covenant not to compete.

(m) WOBF is substantially likely to succeed on the merits of its breach of contract claims.

(n) WOBF is being irreparably harmed by Defendants' actions.

(o) WOBF has legitimate business interests in protecting its confidential business information, its brand, and its goodwill, all of which are harmed by a former franchisee operating a competing business in place of the franchised business.

(p) WOBF's legitimate business interests justify enforcement of the covenant not to compete.

(q) The covenant not to compete is reasonable in scope.

(r) Under Florida law, the violation of an enforceable restrictive covenant creates a presumption of irreparable injury. See Fla. Stat. § 542.335(1)(j).

(s) The evidence presented by SRQBEER failed to rebut the presumption of irreparable harm to WOBF.

(t) WOBF lacks an adequate legal remedy. Monetary damages would be difficult, if not impossible to calculate under the circumstances.

(u) The balance of harms supports an injunction.

(v) An injunction serves the clear public interest of enforcing the parties' contractual obligations, preventing customer confusion and the erosion of goodwill, and enforcing a reasonable covenant not to compete.

(w) WOBF shall post a bond in the amount of \$50,000 to secure the adverse party for costs and damages if the fact finder ultimately concludes that the injunction was improperly entered.

**THEREFORE, IT IS ORDERED AND ADJUDGED THAT:**

1. Plaintiff's Motion for Temporary Injunction, dated January 30, 2017, is hereby GRANTED, as follows:

2. SRQBEER, Mr. Lambert, and Mr. Broderick are further enjoined, from entry of this Order through March 26, 2017, from transferring to any third party any of their interests in the Tavern, including their leasehold interests, to allow WOBF sixty (60) days from termination to evaluate whether it will exercise its right of first refusal under the Franchise Agreement.

3. Beginning on March 27, 2017 and until further order of this Court, the Defendants, their agents, servants, and employees, and those people in active concert or participation with them are hereby enjoined from:

(b) having any direct or indirect interest or performing any service for any competitive business<sup>1</sup> located or operating in the Non-Compete Area (defined as the geographic area located (i) within the Protected Territory (5-mile radius of 8217 Tourist Center Drive, Bradenton, Florida 34201); (ii) within a 10-mile radius of 8217 Tourist Center Drive, Bradenton, Florida 34201; and (iii) within a 10-mile radius of any WOB Store in operation or under construction on or before January 25, 2017);<sup>2</sup>

(c) recruiting or hiring any person who is a WOBF employee or the employee of any World of Beer® establishment owned by WOBF, its affiliates, or its franchisees without obtaining the prior written permission of that person's employer; and

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<sup>1</sup> Competitive Business is defined as any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any bar, pub, tavern or other alcoholic beverage service facility or any retail establishment (like a liquor store or convenience store) featuring beer, wine and related products as a primary menu item, other than a World of Beer® Store operated under a franchise agreement with WOBF.

<sup>2</sup> This Order does not prohibit Defendants or their owners from having a direct or indirect interest as a disclosed or beneficial owner in a publicly held Competitive Business, as long as such securities represent less than 5% of the number of shares of that class of securities which are issued and outstanding.

(d) diverting or attempting to divert any business or customer of a World of Beer® establishment to any Competitive Business or otherwise taking any action injurious or prejudicial to the goodwill associated with WOB's marks or System.

DONE AND ORDERED in Hillsborough County, Florida, t

  
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STEVEN SCOTT STEPHENS  
Circuit Court Judge

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