



Gregory P. Amend
1 Gojo Plaza, Suite 310
Akron, Ohio 44311
Greg.Amend@lewisbrisbois.com
Direct: 330.272.0051

December 7, 2021

VIA CERTIFIED MAIL, REGULAR U.S. MAIL AND ELECTRONIC MAIL

Glide Golf, LLC
C/o Lorraine Badessa, Registered Agent
3033 Riviera Drive – Unit 107
Naples, Florida 34103

Glide Golf, LLC
C/o Kevin Van Duser (kevin@glidegolf.com /
coachkevinvanduser@gmail.com)
10190 Tin Maple Drive – Suite 132
Estero, Florida, 33928

Re: **WRITTEN DEMAND FOR PAYMENT - \$17,231.00**
Glide Golf / Steak Club Foundation

Dear Glide Golf, LLC and Mr. Van Duser:

Be advised that I have been retained to represent The Steak Club Foundation (“**Steak Club**”) in relation to the outstanding balance owed to them by Glide Golf, LLC (“**Glide Golf**”).

The purpose of this letter is to make written demand for payment in full accordance with Ohio’s civil theft statute (Ohio Revised Code § 2307.61) and to further demand that both Glide Golf and Mr. Van Duser preserve and not destroy any and all records that relate to any of the facts, allegations and/or claims referenced herein.

As set forth herein, the total amount owed to Steak Club is \$17,231.00 (the “**Demand Amount**”).

As a matter of background, Steak Club is a non-profit organization that focuses on strengthening connections between professionals, companies and local charitable organizations.

Steak Club’s largest fundraising event is its annual golf outing, which occurred on June 21, 2021 (the “**2021 Outing**”). The proceeds from that event were intended to provide resources and support to inner-city children interested in learning to ice skate and playing hockey.

One of Steak Club’s members (Dan DiCillo) was aware of the Glide Golf’s services and suggested that the Glide Golf app (the “**GG App**”) be used in connection with the 2021 Outing.

Mr. Van Duser met with Steak Club representatives in late April 2021 at Canterbury Country Club in Beachwood, Ohio to make introductions and discuss the potential use of the GG App.

That initial meeting went well and was followed by a conference call in May 2021 between Mr. Van Duser and various other Steak Club board members, including Sean Ward, Nolan James, and Jason Parker. During that call, Mr. Van Duser stated that Glide Golf would agree to waive the customary fee charged for use of the GG App in exchange for having the opportunity to expand its footprint in the greater Cleveland area and in appreciation for his relationship with Mr. DiCillo. Mr. Van Duser further stated that he would attend the 2021 Outing in person and assist in running registration on the date of the event.

Based upon these assurances, Steak Club made the decision to engage Glide Golf and to utilize the GG App in connection with the 2021 Outing.

Accordingly, Steak Club instructed all 2021 Outing participants and sponsors to register and pay through the GG App. More than one hundred golfers participated in the 2021 Outing, with a total of \$28,294.00 paid by sponsors and participants via the GG App.

Mr. Van Duser also participated in the 2021 Outing at Portage Country Club in Akron, Ohio, although he was not a paid registrant and did not assist with the registration process – as he said he would do. More troubling; however, is the fact that Glide Golf has since failed to transfer the proceeds from the 2021 Outing to Steak Club.

Mr. Van Duser represented – both verbally and in writing – that the GG App proceeds from the 2021 Outing would be transferred to Steak Club within thirty (30) days of the event and advised that Glide Golf's vendor processed payments on the 15th and 30th of every month.

On July 10, 2021, Mr. Ward requested that Mr. Van Duser pay \$5,000.00 of the balance owed (\$28,294.00) so that Steak Club could pay its third-party costs and expenses associated with the 2021 Outing, which Mr. Van Duser did via Square.

On July 15, 2021, Mr. Ward contacted Mr. Van Duser and requested that the remaining balance (\$23,294.00) be released in accordance with his prior assurances. He responded via text that same day and wrote:

Yes today would be the earliest we would typically get any. I fronted the first \$5,000 to help get some relief for you guys. My bookkeeper is in today so she will have reports emailed to me on all of our processed funds by the end of the day.

On July 19, 2021, Mr. Van Duser followed up with Mr. Ward via text and wrote: "Hey guys, last number my bookkeeper needs is your total raised for the tournament to complete the report." Mr. Ward responded that same day with the requested information and Mr. Van Duser responded by stating "Ok great. Thank you."

After hearing nothing, Mr. Ward followed up again via text on July 21, 2021. In response, Mr. Van Duser claimed that the report had previously been sent via email; however, Mr. Ward advised that he had not received it and asked that it be re-sent.

Later that day, Mr. Van Duser did send an email that attached a "Steak Club Breakdown," which was intended to account for GG App payments made in connection with the 2021 Outing. Steak Club representatives reviewed that document and identified various errors within that accounting, which was \$4,700.00 short of the actual amount paid/owed.

A corrected accounting was provided to Mr. Van Duser on August 3, 2021 and Steak Club requested that the remaining funds held in connection with the 2021 Outing be paid immediately. Again, said funds totaled \$23,294.00– which represented the actual amount paid to the GG App (\$28,294.00) minus the \$5,000 payment made on July 15.

Also, on August 3, 2021, Mr. Ward advised Mr. Van Duser that many Steak Club members were growing concerned by the lack of payment and that certain individuals had expressed an intent to do "charge backs" on their credit cards in an effort to recoup said funds. Accordingly, Mr. Ward requested that the \$23,294.00 be transferred to the Steak Club no later than August 4, 2021.

Mr. Van Duser responded to that text by stating:

Yes I hear ya. I have told them. If not I can do with my card like last time.

Mr. Ward followed up again via text the following day (8/4/21) and asked for "resolution and payment today," stating that "The outing was 44 days ago. You said 30-45 days and here we are."

Mr. Van Duser responded later that day and stated that Steak Club's revised accounting was "in the hands of the bookkeeper," claiming that emails had been sent to the vendor and that he would "be in touch as the rest of the payments are released." In that same text, Mr. Van Duser also claimed to "have a forensic accountant on my books researching theft from my past accountant that was just arrested."

Mr. Van Duser ended that text exchange by affirmatively stating that: "When the steak club tournament funds process. You will have them right away as I have said."

The funds were not received by the August 4, 2021 deadline, so Mr. Ward texted Mr. Van Duser and requested a phone call, which he did not respond to.

On August 6, 2021, Mr. Van Duser texted a screenshot of a negative Facebook review that had been left by a Steak Club member concerning Glide Golf, which noted the lack of payment of the proceeds from the 2021 Outing. He followed that screenshot with the following text:

I had the opening day for nfl yesterday. Crazy day. Have to let the other owners and their legal handle now. No mention of us doing this for free and stripe or payment processor holding funds. Classy.

Mr. Ward followed up on August 9, 2021 (12:32 PM) and again asked that Mr. Van Duser call him; however, he – yet again – failed to respond. Later that day (2:05 PM), Mr. Ward asked for an update on the outstanding payment and wrote "I'm not sure what to say besides please for the sake of my friendship with Dan and ultimately business relationship with Greg to take what [] steps you need to get us paid."

Mr. Van Duser responded later that day, stating that he would be in Naples over the weekend and "should have answers this Monday."

On August 14, 2021, Mr. Ward offered to have a joint call with Steak Club representatives and the Glide Golf's vendor in an effort to "expedite" the payment of the outstanding balance. Mr. Van Duser responded as follows:

Have tried that. Doesn't help. 4+ people filed for refunds. I told you I was coming in town and would have answer by Monday. I also told you all 30-90 days it takes sometimes and I would take care of it. I sent \$5,000 of my own money to help and you guys have been nothing but disrespectful, and destructive. This has happened with other group and this was why they hold \$ for 90 days now. It's detriment which I'm sure you guys don't care."

As of November 30, 2021, 162 days have passed since the 2021 Outing and Steak Club has not received any payments relating to the outstanding balance owed.

Even if Glide Golf's vendor did require 90 days to issue payment, the funds would have been released months ago. Moreover, despite repeated requests, Glide Golf has failed to provide any substantive updates concerning this issue to Steak Club representatives.

It is for these reasons that Steak Club is prepared to take immediate legal action, including – without limitation – asserting claims against you under Ohio's civil theft statute.

Glide Golf's conduct, including that of Mr. Van Duser individually, constitute a "theft offense" as a matter of Ohio law (Ohio Revised Code § 2913.02). Steak Club is the "owner" of the proceeds of the 2021 Outing and has been wrongfully deprived of said funds as a result of your fraud and deception.

The total balance owed to Steak Club was \$23,294.00, which represented the total amount paid via the GG App (\$28,294.00) minus the prior \$5,000 payment. Steak Club is aware that certain of its members did successfully "charge back" their credit card payments to the GG App and said "charge backs" totaled \$6,063.00.

Steak Club acknowledges that Glide Golf is entitled to a credit in the amount of said "charge backs." It is for these reasons that the Demand Amount is \$17,231.00 (\$23,294.00 minus \$6,063.00).

Ohio law requires that I advise you that, if the Demand Amount is paid within thirty (30) days from the date of this letter, Steak Club will consider this matter resolved and will forego any further legal action. With that said, Ohio law also requires that I advise you that if the Demand Amount is not paid within thirty (30) days, you may be sued as a result of your conduct.

Should legal action prove necessary, Ohio's civil theft statute (Ohio Revised Code § 2307.61) grants Steak Club the ability to recover compensatory damages in the amount of the value of the property (\$17,231.00), plus liquidated damages in the amount of three times the amount of said value (up to \$51,693.00) and the Steak Club's associated administrative and legal costs and expenses, including attorneys' fees.

As you can see, your conduct carries heavy consequences under Ohio law and I expect that you will govern yourself accordingly by issuing payment in the Demand Amount immediately.

In the event that you have any questions or concerns relating to this correspondence, you and/or your counsel should feel free to contact me. Please remit your payment of \$17,231.00 by check to "P.O. Box 14632, Copley OH 44321" or by credit card through <https://square.link/u/9jW9MMDF>.

Finally, Steak Club further demands that both Glide Golf and Mr. Van Duser preserve and not destroy any and all records that relate to the above referenced facts, allegations and/or claims, including any and all defenses thereto. Said records may include, but are not limited to, both hard copy and electronic records – including metadata – such as electronic mail, electronic records of all file types (Word, Excel, Adobe, .PST, etc.), text messages, financials, recordings of telephone calls and/or meetings, voicemail recordings and any other audio and/or visual files. I note that said records may also include personal computers and/or handheld devices.

December 7, 2021

Page 5

Unless and until this situation is resolved, it is imperative that both Glide Golf and Mr. Van Duser take all necessary and reasonable steps to prevent the automatic, intentional and/or accidental destruction of said records. Be advised that any and all records that are received and/or created after the date of this letter that are relevant to this matter need to be similarly preserved.

You are hereby advised to instruct your employees and representatives of these obligations immediately and halt all record retention policies, housekeeping or deletion efforts that could otherwise modify or destroy relevant records. Any failure to comply with these instructions could result in spoliation of evidence and subject you to further liability and/or sanction.

This correspondence shall not constitute a waiver of any rights, claims or remedies that Steak Club may have, in law or equity, against Glide Golf, LLC, Kevin Van Duser and all third parties, and Steak Club hereby expressly reserves all such rights, claims and remedies.

Respectfully,

/s/ Gregory P. Amend

Gregory P. Amend of
LEWIS BRISBOIS BISGAARD & SMITH LLP