

IN THE COUNTY COURT OF THE 17TH JUDICIAL  
CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

STARBOARD GROUP MANAGEMENT  
COMPANY, INC.,

CASE NO.

Plaintiff,

v.

SANDI ADLER,

Defendant.

**STATEMENT OF CLAIM**

Plaintiff, STARBOARD GROUP MANAGEMENT COMPANY, INC. ("Starboard"),  
hereby sues Defendant, SANDI ADLER ("Adler"), and states as follows:

**GENERAL ALLEGATIONS**

1. This is a cause of action for damages that does not exceed the jurisdictional amount pursuant to Florida Small Claims Rule 7.010(b).
2. Starboard is a for-profit corporation located and doing business in Broward County, Florida.
3. Adler is an individual who lives in Broward County, Florida and is otherwise *sui juris*. She is also a former employee of Starboard who served as the Vice-President of Human Resources and Director of Legal Affairs and holds herself out as a lawyer.<sup>1</sup>
4. On November 7, 2019, after asking Starboard to loan her money because her home was being foreclosed and was allegedly up for auction, Adler executed and delivered to Starboard a Promissory Note in the amount of \$14,000.00. A true and correct copy of the original Promissory

<sup>1</sup> Adler is not licensed to practice law in the state of Florida.

Note is attached hereto as **Exhibit "A."**

5. Pursuant to the terms of the Promissory Note, beginning November 22, 2019, Adler was required to make bi-weekly payments of \$500.00 until paid in full. The Promissory Note also provided that if not sooner paid, the entire remaining indebtedness shall be deducted from any and all future bonus amounts paid to Adler.

6. Unbeknownst to Starboard at the time, Adler was overseeing payroll and ordered her direct report not to make the bi-weekly payments. Further, when Adler was paid her bonus, she refused to relinquish it to pay down the balance of the loan in clear violation of the Promissory Note.

7. Starboard then confronted Adler about her failure to pay, to which she argued and ultimately agreed to write a check. That check, however, Adler told Starboard not to cash since she did not have sufficient funds to cover it. She also signed the check in the memo line as opposed to the signature line.

8. Notwithstanding the aforementioned refusal and issue with her signature on the check, Adler finally acquiesced and turned over her bonus payment.

9. At the time, because Adler impressed upon Starboard that she was experiencing financial difficulties, Starboard agreed that it would forbear collection of the Promissory Note for a brief period of time to allow her to better manage her financial affairs.

10. Nonetheless in spite of Starboard's well intentions, Adler's relationship with Starboard continued to deteriorate and on June 1, 2020, Starboard terminated Adler's employment.

11. The Promissory Note permits acceleration in the event Adler is terminated from her employment with Starboard. It also permits acceleration if Adler fails to pay any part of the principal when due.

12. The Promissory Note further permits Starboard to retain Adler's final paycheck in the event she is terminated from her employment and there is any amount due and owing.

13. After being notified of her termination, Adler fraudulently altered the Promissory Note in order to prevent Starboard from retaining her final paycheck and to prevent the acceleration of it.

14. More specifically, Adler purposely deleted language permitting Starboard to retain her final paycheck and language which permitted Starboard to accelerate the loan balance. She also deleted the signature of Starboard's representative. A true and correct copy of the altered Promissory Note is attached hereto as **Exhibit "B,"** and a true and correct copy of the Adobe summary of the changes made to the Promissory Note is attached hereto as **Exhibit "C."** The summary shows the changes made by Adler after being notified of her termination.

15. Shockingly, after fraudulently altering the original Promissory Note, Adler then sent the altered version of it to the Chief Executive Officer of Starboard, Andrew Levy, in an attempt to defraud Starboard and to prevent Starboard from retaining her final paycheck and accelerating the balance due. Adler further threatened legal action against Starboard if it retained her final paycheck.

16. Notwithstanding Adler's threat, Starboard lawfully retained Adler's final paycheck.

17. On June 3, 2020, undersigned counsel, on behalf of Starboard, sent a demand letter to Adler seeking the remainder of the amounts owed on the Promissory Note; however, Adler failed to pay the amounts due and owing.

18. Adler now owes Starboard \$4,985.30, plus interest as well as attorneys' fees and costs.

19. All conditions precedent to the filing of this lawsuit have been satisfied or waived.

**Count I**  
**Breach of Contract**

20. Starboard adopts and re-alleges paragraphs 1 through 19 as of this Statement of Claim as if fully set forth herein.

21. Pursuant to the Promissory Note, Adler had a duty to make contractual on-time payments to Starboard and to make full payment upon acceleration.

22. Adler breached the Promissory Note by failing to pay all amounts owed at the time of her termination.

23. As a direct and proximate result of Adler's breach of the Promissory Note, Starboard incurred damages.

WHEREFORE, Starboard asks this Court to enter judgment in its favor and against Adler for damages in the amount of \$4,985.30, plus interest, prevailing party attorney's fees and costs pursuant to the Promissory Note, and for any further relief as this Court deems just and proper.

**Count II**  
**Fraud**

24. Starboard adopts and re-alleges paragraphs 1 through 19 as of this Statement of Claim as if fully set forth herein.

25. Adler made false statements and/or representations to Starboard when she falsified the Promissory Note and then sent it to Mr. Levy.

26. Adler had knowledge that such statements and/or representations were false because she is the one who intentionally altered the Promissory Note.

27. Adler intended for Starboard to rely on these false statements and/or representations to Starboard's detriment.

28. As a result of Adler's false statements and/or representations, Starboard has

suffered damages.

WHEREFORE, Starboard asks this Court to enter judgment in its favor and against Adler and award Starboard all damages available to it under the law and prejudgment interest as well as all other relief deemed just and proper.

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By: /s/ Jamie Dokovna

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“EXHIBIT A”



### **PROMISSORY NOTE**

**FOR VALUE RECEIVED**, the undersigned employee, (the "Maker"), hereby promises to pay to the order of Starboard Group ("Payee"), the principal sum of **\$14,000.00** (net amount after applicable taxes) pursuant to the terms and conditions set forth herein.

**PAYMENT OF PRINCIPAL.** The principal amount of this Promissory Note (the "Note") shall be due and payable in equal bi-weekly installments of **\$500.00** beginning November 22, 2019 (DATE OF FIRST PAYMENT) until paid in full. If not sooner paid, the entire remaining indebtedness shall be deducted from any and all future bonus amounts under the terms and conditions of Makers employment with Payee, or Maker's final paycheck in the event of termination of employment.

**PREPAYMENT.** The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

**REMEDIES.** No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

**EVENTS OF ACCELERATION.** The occurrence of any of the following shall constitute an "Event of Acceleration" by Maker under this Note:

- (a) Maker's failure to pay any part of the principal as and when due under this Note; or
- (b) Maker's employment with the Payee terminates.

**ACCELERATION.** Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

**WAIVERS BY MAKER.** All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

**EXPENSES.** In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

**GOVERNING LAW.** This Note shall be governed by, and construed in accordance with, the laws of the State of Florida.

**SUCCESSORS.** All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

**IN WITNESS WHEREOF**, Maker has executed this Promissory Note as of the day and year executed below written.

**Maker:** Sandi Adler

**Payee:** On behalf of Starboard Group

11/07/2019

Signature

Date

11/7/19

Signature

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“EXHIBIT B”





### **PROMISSORY NOTE**

**FOR VALUE RECEIVED**, the undersigned employee, (the "Maker"), hereby promises to pay to the order of Starboard Group ("Payee"), the principal sum of **\$14,000.00** (net amount after applicable taxes) pursuant to the terms and conditions set forth herein.

**PAYMENT OF PRINCIPAL.** The principal amount of this Promissory Note (the "Note") shall be due and payable in equal bi-weekly installments of **\$500.00** beginning on or about November 22, 2019 (DATE OF FIRST PAYMENT). If not sooner paid, the entire remaining indebtedness shall be deducted from any and all future bonus amounts under the terms and conditions of Makers employment with Payee, or Maker's final paycheck in the event of employee's voluntary termination of employment with the Maker.

**PREPAYMENT.** The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

**REMEDIES.** No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

**EVENTS OF ACCELERATION.** The occurrence of any of the following shall constitute an "Event of Acceleration" by Maker under this Note:

- (a) Maker's intentional failure to pay any part of the principal as and when due under this Note; or
- (b) Maker's employment with the Payee terminates as a result of Maker's voluntary termination of employment.

**ACCELERATION.** Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable, except in the event Maker's employment is involuntarily terminated by Payee.

**WAIVERS BY MAKER.** All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them, with the exception of Maker's involuntary termination of employment by Payee.

**EXPENSES.** In the event any payment under this Note is not paid when due except as outlined herein, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

**GOVERNING LAW.** This Note shall be governed by, and construed in accordance with, the laws of the State of Florida.

**SUCCESSORS.** All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

**IN WITNESS WHEREOF**, Maker has executed this Promissory Note as of the day and year executed below written.

**Maker:** Sandi Adler

**Payee:** On behalf of Starboard Group

11/07/2019

Signature

Date

Signature

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“EXHIBIT C”

# Summary of Comments on Mansoor Offer Agreement

This page contains no  
comments

6/3/2020 11:58:11 AM

## Compare Results

Old File:	New File:
Sandi Adler Promissory Note - EXECUTED 11072019.pdf	Sandi Adler Promissory Note - Executed11-7- 19.pdf
1 page (193 KB) 6/2/2020 9:49:36 AM	1 page (178 KB) 5/29/2020 1:41:25 PM

versus

Total Changes	Content	Styling and Annotations
12	6 Replacements	0 Styling
	2 Insertions	0 Annotations
	4 Deletions	

Go to First Change (page 1)



Wendy's



PROMISSORY NOTE

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**PREPAYMENT.** The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

**REMEDIES.** No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

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- ACCELERATION.** Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

**WAIVERS BY MAKER.** All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

**EXPENSES.** In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

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**SUCCESSORS.** All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

**IN WITNESS WHEREOF,** Maker has executed this Promissory Note as of the day and year executed below written.

**Maker:** Sandi Adler

Signature

11/07/2019

Date

**Payee:** On behalf of Starboard Group

Signature

11/7/19

Date

Page: 1

Text Replaced

[Old]: "PAYMENT."

[New]: "PAYMENT) until paid in full."

Text Deleted

"on or about"

Text Replaced

[Old]: "employee's voluntary termination of employment with the Maker."

[New]: "termination of employment."

Text Deleted

"intentional"

Text Replaced

[Old]: "terminates as a result of Maker's voluntary termination of employment."

[New]: "terminates."

Text Replaced

[Old]: "payable, except in the event Maker's employment is involuntarily terminated by Payee."

Comments from page 1  
continued on next page



Wendy's



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**EXPENSES.** In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

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**IN WITNESS WHEREOF,** Maker has executed this Promissory Note as of the day and year executed below written.

**Maker:** Sandi Adler

Signature

11/07/2019

Date

Payee On behalf of Starboard Group

Signature

11/7/19

[New]: "payable."

Text Replaced

[Old]: "them, with the exception of Maker's involuntary termination of employment by Payee."

[New]: "them."

Text Replaced

[Old]: "due except as outlined herein,"

[New]: "due,"

Image Inserted

Text Inserted

"11/7/19"

Image Deleted

Graphic Element Deleted