

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

SAMUEL J. McROBERTS,

CASE NO. 502014CA012762XXXXMBAB

Plaintiff,

v.

FLORIDA POWER & LIGHT  
COMPANY, a Florida corporation,

Defendant.

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**AMENDED COMPLAINT**

Plaintiff, Samuel J. McRoberts ("McRoberts"), sues Defendant, Florida Power & Light Company ("FPL") and says:

**I. JURISDICTIONAL ALLEGATIONS**

1. This is an action for breach of contract and unjust enrichment, seeking damages, exclusive of interest, costs, and attorneys' fees, in excess of \$15,000.

2. This Court has jurisdiction over this action pursuant to Florida Statutes section 26.012(2)(a) and (c), and section 34.01(1)(c).

3. McRoberts is citizen of the State of Florida and a resident of Palm Beach County. McRoberts has been a licensed real estate broker in Florida since 1982, and in North Carolina since 1977.

4. FPL is a Florida corporation doing business in Florida, in particular Palm Beach County, Florida. FPL is the largest electric utility in Florida, serving more than 8.7 million people through approximately 4.5 million customer accounts. FPL is a rate-regulated utility engaged

primarily in the generation, transmission, distribution, and sale of electric energy in Florida. It is one of the two principal operating subsidiaries of NextEra Energy, Inc., which is one of the largest electrical power companies in North America.

5. Venue is proper in this jurisdiction pursuant to Florida Statutes section 47.051, because (i) the causes of action stated herein accrued in Palm Beach County, and (ii) FPL has an office for transaction of its customary business in Palm Beach County.

### **GENERAL ALLEGATIONS**

6. On October 25, 2008, McRoberts attended Parents Weekend at Florida State University ("FSU"), in Tallahassee. Prior to the FSU vs. Virginia Tech football game, McRoberts and his wife, Aleathea, were tailgating. Their daughter, Mallory, who attended FSU and Mallory's roommate, Ashley Martinez were there with them.

7. Ashley's parents, JL "Buck" Martinez ("Martinez"), and his wife, Sylvia were also at the tailgate party. Martinez was FPL's Senior Director of Project Development. As such, he was in the charge of FPL's plant development, particularly the development of new power plants. Martinez informed McRoberts that FPL was searching for a large power plant site, and for an investor or investors to finance, in part, the development of the new power plant. More specifically, FPL wanted to form a 50% joint venture with a yet to be identified venturer because, according to Martinez, the maximum ownership that FPL was allowed by regulation was 50%. McRoberts informed Martinez that McRoberts was a real estate broker and could assist in the process of identifying such a site and joint venturer.

8. McRoberts had one particular site in mind: real property located in Hendry County known as The McDaniel Ranch.

9. The McDaniel Ranch was ideally suited for FPL's needs. It consisted of 21,305 acres; it had substantial water rights; and it was adjacent to the existing FPL power grid. The McDaniel Ranch met all of FPL's qualifications told to McRoberts by Martinez.

10. The only difficulty with the site was that it was the subject of litigation between the McDaniel family, the owners of the McDaniel Ranch, and Eddie Garcia and entities controlled by him who had entered into a contract to purchase the McDaniel Ranch.

11. Before discussing the McDaniel Ranch site and its advantages to FPL, McRoberts asked Martinez if FPL would protect him if he revealed the identity of the site to Martinez and FPL ultimately decided to pursue development on the site. Martinez indicated that FPL would protect McRoberts, but that FPL was not ready to do go under contract until it had set up a joint venture whereby the new joint venturer would own 50% and FPL would own 50% of the new photovoltaic and natural gas power plant to be built on the site.

12. Once Martinez agreed that FPL would protect McRoberts, i.e., pay him a commission if the project should go forward, McRoberts identified to Martinez the McDaniel Ranch property. He informed Martinez that Garcia already owned 3,126 acres of the property and that there was litigation between Garcia and the owners of the property as to the status of the rest of the approximately 18,000 acres of which approximately half was under contract on a timed tolling option take down basis. The other half was on a first right of refusal basis. McRoberts informed Martinez that the McDaniels Ranch's water rights were for 1,000 gallons of water per acre per day, and that having such water rights already in place was key to the development of a new power plant. McRoberts told Martinez where Garcia lived and suggested that it would be convenient for Martinez

to get together with Garcia. Martinez told McRoberts that the pending litigation would not be a difficulty because it was going to take some time to set up the joint venture.

13. McRoberts told Martinez that McRoberts was confident Garcia would join in funding the FPL joint venture and that it would be a "one-stop shop" deal for FPL to get the land, the investor, and the water rights rolled into one.

14. At the end of the conversation McRoberts and Martinez shook hands. Martinez told McRoberts that Martinez would call McRoberts later in the week to get together. McRoberts told Martinez that McRoberts would coordinate a meeting between Martinez and Garcia to get the ball rolling. McRoberts called Martinez several times the following week, and they traded phone calls. There were a few texts from Martinez to McRoberts attempting to coordinate a meeting, and then Martinez went into radio silence. Martinez would not return calls from McRoberts. McRoberts left voice messages with Garcia and Martinez regarding the transaction. McRoberts never heard back from either of them. McRoberts was cut out of the negotiating process despite his attempts to assist and participate in the negotiations.

15. In June 2011, FPL closed with Garcia on the first 3,126 acres of the McDaniel Ranch property. The purchase price was \$41,975,433.

16. On May 3, 2013, FPL acquired another 9,409 acres of the McDaniel Ranch from Garcia. The purchase price was \$70 million. The property purchased by FPL has water rights for 12,535 acres at 12,535,000 gallons of water per day. The water rights were valued by FPL/Garcia separately on the 9,409 acres to be worth \$5,000/acre.

17. Now FPL owns the 12,535 acres of the McDaniel Ranch for which it paid \$111,975,433. In addition, FPL is 50/50 partners with Garcia in the development and ownership of the new power plant.

18. In short, McRoberts was the procuring cause of FPL's acquisition of 12,535 acres and water rights, plus the equity investor, all described by McRoberts to Martinez on October 25, 2008.

### **COUNT I - BREACH OF CONTRACT**

19. McRoberts realleges paragraphs 1 - 18 above.

20. This is a cause of action for breach of contract by McRoberts against FPL.

21. McRoberts and FPL, through Martinez, entered into a contract by which FPL agreed to pay McRoberts a reasonable commission if he located a suitable site and investor that met the requirements set down by Martinez.

22. McRoberts did exactly what FPL required and identified to Martinez the site that FPL ultimately purchased and the investor with whom FPL ultimately entered into a joint venture.

23. McRoberts was the procuring cause of the sale and the investor.

24. McRoberts volunteered to continue to participate in the negotiations and to assist in the transaction, but his efforts were rejected by both Martinez and Garcia.

25. FPL breached its agreement with McRoberts by failing to protect him.

26. On account of FPL's breach of contract, McRoberts suffered damages.

27. Because the agreement is silent on the percentage commission McRoberts is to receive, McRoberts is entitled to a commission determined according to the custom or usage locally prevailing as to the amount payable for like work to the particular class of broker in question.

WHEREFORE, McRoberts requests that judgment be entered in his favor and against FPL for compensatory damages, prejudgment interest, costs and such other relief as is appropriate.

**COUNT II - UNJUST ENRICHMENT**

28. McRoberts realleges paragraphs 1 through 18 and 22 through 24 above.

29. This is a cause of action for unjust enrichment by McRoberts against FPL.

30. McRoberts' identification to Martinez of the possibility of the McDaniel Ranch property and Garcia as a potential investor for FPL conferred a benefit to FPL, which FPL had knowledge and appreciation for.

31. FPL, through Martinez, voluntarily accepted and retained the identification of the property given to it by McRoberts. The benefit of the property's identification was of great value to FPL.

32. FPL used and relied upon the knowledge conferred to it by McRoberts by purchasing the exact real estate parcel disclosed to it by McRoberts.

33. Under the circumstances, it would be unjust and inequitable for FPL to retain the benefit of the valuable identification of the McDaniel Ranch that McRoberts provided without paying McRoberts the reasonable value of the benefit.

34. McRoberts is entitled to a commission determined according to the customary local rate.

WHEREFORE, McRoberts requests that judgment be entered in his favor and against FPL for compensatory damages, prejudgment interest, costs and such other relief as is appropriate.

**DEMAND FOR JURY TRIAL**

McRoberts demands a jury trial as to all issues so triable.

MRACHEK, FITZGERALD, ROSE,  
KONOPKA, THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, Florida 33401  
Telephone: (561) 655-2250  
Facsimile: (561) 655-5537  
Email: [lmrachek@mrachek-law.com](mailto:lmrachek@mrachek-law.com); [mchandler@mrachek-law.com](mailto:mchandler@mrachek-law.com)  
Email: [arose@mrachek-law.com](mailto:arose@mrachek-law.com); [mchandler@mrachek-law.com](mailto:mchandler@mrachek-law.com)  
Counsel for Plaintiff, Samuel J. McRoberts

By: /s/ L. Louis Mrachek  
L. Louis Mrachek (Florida Bar No. 182880)  
Alan B. Rose (Florida Bar No. 961825)

**CERTIFICATE OF SERVICE**

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below

by:  E-mail Electronic Transmission;  Facsimile;  U.S. Mail;  Overnight Delivery;

Hand-delivery, this 2nd day of April, 2015.

MRACHEK, FITZGERALD, ROSE,  
KONOPKA, THOMAS & WEISS, P.A.  
505 South Flagler Drive, Suite 600  
West Palm Beach, Florida 33401  
Telephone: (561) 655-2250  
Facsimile: (561) 655-5537  
Email: [lmrachek@mrachek-law.com](mailto:lmrachek@mrachek-law.com); [mchandler@mrachek-law.com](mailto:mchandler@mrachek-law.com)  
Email: [arose@mrachek-law.com](mailto:arose@mrachek-law.com); [mchandler@mrachek-law.com](mailto:mchandler@mrachek-law.com)  
Counsel for Plaintiff

By: /s/ L. Louis Mrachek  
L. Louis Mrachek (Florida Bar No. 182880)  
Alan B. Rose (Florida Bar No. 961825)

## **SERVICE LIST**

Charles L. Schlumberger, Esq.  
Florida Power & Light Company  
700 Universe Blvd., E-2168  
Juno Beach, FL 33408  
(561) 304-6742 - Telephone  
(561) 310-3237 - Cell  
Email: [charles.schlumberger@fpl.com](mailto:charles.schlumberger@fpl.com)  
Secondary: [denise.chapman@fpl.com](mailto:denise.chapman@fpl.com)  
Counsel for Florida Power & Light Company