

IN THE CIRCUIT COURT OF THE 13TH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO. _____

MANJUL D. DERASARI,

Plaintiff,

vs.

ANTHONY KIRKPATRICK and
MANJUL AND ANTHONY LLC,

Defendants.

_____ /

COMPLAINT

Plaintiff, MANJUL D. DERASARI (“Derasari”), by and through his undersigned counsel, sues Defendants, ANTHONY KIRKPATRICK (“Kirkpatrick”) and MANJUL AND ANTHONY LLC (“Manjul & Anthony” or “the Company”), and alleges the following:

GENERAL ALLEGATIONS

1. Manjul & Anthony is a Florida limited liability company formed in 2007 that is organized and operates under the laws of the State of Florida. Derasari is naming Manjul & Anthony as a nominal defendant since this case concerns dissolution of Manjul & Anthony.
2. The members of Manjul & Anthony are Derasari and Kirkpatrick. Derasari and Kirkpatrick each own a 50% interest in Manjul & Anthony.
3. The managers of Manjul & Anthony are Derasari and Kirkpatrick.
4. The principal place of business and the principal office of Manjul & Anthony is 1902-1908 East Busch Boulevard, Tampa, Hillsborough County, Florida (the “Property”).

5. Under § 605.0703(1), *Florida Statutes*, venue for this proceeding is proper in Hillsborough County, because Manjul & Anthony's principal office is located in Hillsborough County, Florida.

6. All conditions precedent to the institution, maintenance and prosecution of this action have occurred, have been performed, or have been waived.

COUNT I
(Dissolution of Manjul & Anthony)

7. This is an action for dissolution of Manjul & Anthony under § 605.0702(1)(b), *Florida Statutes*.

8. Derasari realleges and incorporates the allegations of paragraphs 1 through 6 above.

9. Manjul & Anthony owns the Property located at 1902-1908 East Busch Boulevard, Tampa, Florida. The Company is a single asset entity.

10. Kirkpatrick and his medical practice have occupied the Property and have failed and refused to pay any rent or compensation to Manjul & Anthony for their use of the Property. In fact, Kirkpatrick's position is that he is entitled to use the Property without paying compensation to Manjul & Anthony.

11. The Property, therefore, is not producing income. It is, however, creating expenses for Manjul & Anthony and its members.

12. The members are deadlocked in the management of the Company and its sole asset. Derasari and Kirkpatrick are deadlocked on what maintenance is required, the cost of that maintenance, the payment of the expenses associated with maintaining the Property and sale or lease of the Property. Kirkpatrick wants to continue possessing the Property without payment and to require Manjul & Anthony to pay for all of the expenses and maintenance associated with maintaining the Property. Derasari disagrees. Kirkpatrick and his medical practice refuse to pay

any rent for their use of the Property, and Derasari does not want to continue making contributions to Manjul & Anthony to pay the expenses of the Property that is not producing any income.

13. Derasari has requested that Manjul & Anthony sell the Property. Kirkpatrick has refused.

14. Because Kirkpatrick is a 50% owner, Manjul & Anthony cannot sell the property, cannot require Kirkpatrick or his medical practice to pay rent and cannot require contributions to maintain the Property.

15. The managing members of Manjul & Anthony, therefore, are deadlocked in the management of the Company and its Property.

16. Because Kirkpatrick is using the Property without paying compensation for that use, the assets of Manjul & Anthony are being misappropriated and wasted. Under the circumstances, it is not reasonably practical to carry on the Company's activities and affairs in conformity with the Articles of Organization.

17. Because of the deadlock, Manjul & Anthony is suffering irreparable harm, or there is a threat of irreparable harm, because of the ongoing maintenance needs of the Property, the inability of the members to agree on the management of the Property and the inability of the members to agree on payment of expenses. Kirkpatrick contends that the Property has mold, but he has refused to undertake remediation or other repairs despite occupying a substantial portion of the Property. Derasari does not want to invest more into the Property, and the Property continues to deteriorate from the inability to maintain the Property. The loss of value and the extent of ongoing damage is difficult to ascertain.

18. Under §§ 605.0702(1)(b)(2), (4) and (5), *Florida Statutes*, this Court may dissolve Manjul & Anthony and order a sale of its sole and single asset.

19. Derasari requests the Court to dissolve Manjul & Anthony and to order the sale of the property through a real estate agent that is acceptable to Kirkpatrick and Derasari. If Kirkpatrick and Derasari cannot agree on a real estate agent and listing agreement, then Derasari requests the Court to select a real estate agent with whom Manjul & Anthony will list the Property with and who will sell the Property on terms and for a price agreed to by Derasari and Kirkpatrick or as ordered by the Court.

WHEREFORE, Derasari respectfully requests the Court to enter an order dissolving Manjul & Anthony, directing the sale of its sole asset on terms agreed to by Kirkpatrick and Derasari, or in the event that they cannot agree on the sale terms, on terms ordered by the Court, and for such other relief as the Court deems appropriate.

Respectfully submitted this 11th day of March, 2019.

JOHNSON, POPE, BOKOR,
RUPPEL & BURNS, LLP

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