

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA

BURGER ROBS, LLC, a Florida limited  
liability company,

Case No.: 2023-CA-048769-XXXX-XX

Plaintiff,

v.

T&R BURGERS, LLC, a Florida limited  
liability company, CHRISTOPHER R.  
MAULDIN, an individual, and TALIA  
RAPPA, an individual,

Defendants.

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**AMENDED COMPLAINT**

Plaintiff, BURGER ROBS, LLC, a Florida limited liability company, (“Plaintiff”), by and through the undersigned counsel, sues Defendants, T&R BURGERS, LLC, a Florida limited liability company, CHRISTOPHER R. MAULDIN, an individual, and TALIA RAPPA, an individual (Collectively, “Defendants”) and alleges:

**PARTIES**

1. Plaintiff, BURGER ROBS, LLC (“BURGER ROBS”) is a Florida limited liability company registered to do business in the state of Florida with its principal place of business in Brevard County Florida.
2. Defendant, T&R BURGERS, LLC (“T&R”), is a Florida limited liability company registered to do business in the state of Florida with its principal place of business in Brevard County, Florida.
3. Defendant, CHRISTOPHER R. MAULDIN (“MAULDIN”), is a Florida resident and resides in Brevard County, Florida.

4. Defendant, TALIA RAPPA (“RAPPA”), is a Florida resident and resides in Brevard County, Florida.

### **JURISDICTION AND VENUE**

5. Venue is proper in Brevard County as it is where all causes of action accrued, where the contract at issue was performed, where the contract was breached, where BURGER ROBS’ principal place of business is located, and where Defendants reside.

6. Damages in this action exceed \$50,000.00, exclusive of interests, costs, and attorney’s fees.

### **GENERAL ALLEGATIONS**

7. On or about January 1, 2022, PLAINTIFF and DEFENDANTS entered into a Franchise Agreement (the “Agreement”). See A true and correct copy of the Franchise Agreement is attached hereto and incorporated herein as **Exhibit “A.”** It is believed that an executed copy of the Agreement is in the possession of the Defendants.

8. As a result of the Agreement, PLAINTIFF allowed MAULDIN and RAPPA to operate the Burger Robs food truck under the Burger Robs name.

9. As part of the Agreement, MAULDIN and RAPPA were to pay Plaintiff 8% of their monthly gross sales for use of the Burger Robs name as monthly royalties.

10. Nowhere in the Agreement did the Agreement discuss sale of the business, whether in whole or in part, as that was never part of the Agreement.

11. Under the “DEFAULT AND TERMINATION” terms, the Franchisee was not to alter or change/add on the Franchisor menu and/or ingredients, unless the Franchisor agrees to the changes/add-ons.

12. PLAINTIFF received numerous complaints and questions regarding the difference

in taste between the physical location menu items and the DEFENDANTS' food truck menu items.

13. MAULDIN and RAPPa were told on multiple occasions that they needed to adhere to BURGER ROBS menu and ingredients.

14. MAULDIN and RAPPa were not to purchase inferior ingredients from Sam's Club, or any other location, other than Sysco.

15. MAULDIN and RAPPa continued to do so, changing the ingredients/recipes and subsequently the taste of the food in contradiction of the Agreement.

16. Additionally, under the default and termination terms, the Franchisee was not in any way to bring harm to the Burger Robs name.

17. MAULDIN, on multiple occasions, while on location at private, corporate clients' properties, been unable to maintain control of his temper.

18. On one specific instance, there was a situation in which MAULDIN, through his actions while in an angered state, injured an employee of BURGER ROBS while she was working for him at the food truck.

19. This brings harm to the BURGER ROBS' business, its name, and its employee morale.

20. Recently, MAULDIN told PLAINTIFF that any events that MAULDIN and RAPPa already had booked would not be their responsibility.

21. This brings harm to the BURGER ROBS name as PLAINTIFF does not possess the names of any current or potential engagements, contracts, retainers, locations, or contact information for these events.

22. The Franchisee was also to make said Royalty payments on time by the 5th of

every month.

23. On at least three (3) occasions, payment has been made late by MAULDIN and RAPPA: June 2022 (payment made June 8, 2022); August 2022 (payment made August 10, 2022); and September 2022 (payment made September 9, 2022).

24. On at least one (1) occasion, payment has not been made at all.

25. The Agreement also stated that the Franchisee's right to use the BURGER ROBS name was revokable if the terms of the Agreement were not adhered to.

26. All conditions precedent to the maintenance of this action have occurred or have been satisfied.

27. PLAINTIFF has retained the law firm of Wideman Malek, PL to represent their interests in these proceedings and have obligated themselves to pay said law firm reasonable attorney's fees and costs.

### **COUNT I – BREACH OF CONTRACT**

PLAINTIFF realleges the allegations contained in paragraphs 1-27 and sues DEFENDANTS for breach of contract, stating:

28. PLAINTIFF and DEFENDANTS entered into the Agreement whereby DEFENDANTS would not alter or change/add on PLAINTIFF'S menu and/or ingredients unless PLAINTIFF agreed to the changes/add-ons.

29. MAULDIN and RAPPA breached the agreement by purchasing inferior ingredients without PLAINTIFF agreeing to the change.

30. PLAINTIFF and DEFENDANTS entered into the Agreement whereby DEFENDANTS would not bring harm to the BURGER ROBS name.

31. Upon information and belief, MAULDIN and RAPPA breached the Agreement by

entering into agreements with potential clients and taking retainers which they were not planning on honoring.

32. MAULDIN breached the Agreement by acting unprofessionally in front of clients, peers, and employees on multiple occasions.

33. Upon information and belief, MAULDIN and RAPPa breached the Agreement by attempting to have the business, the food truck and the physical business, evaluated for the purpose of selling it and the name; an action to which they had no right to actually do so.

34. PLAINTIFF and DEFENDANTS entered into the Agreement whereby MAULDIN and RAPPa were to make royalty payments on time by the 5th of every month.

35. MAULDIN and RAPPa breached the Agreement on at least four occasions by making late payments or no payment.

36. PLAINTIFF has been damaged as a result of DEFENDANTS' breach of the Agreement in loss of business reputation, loss of business, loss of royalties, and the attorney's fees and costs incurred enforcing the Agreement.

WHEREFORE, PLAINTIFF, demands judgment against DEFENDANTS for damages, plus interest, attorney's fees and costs in the enforcement of the Agreement, and such further relief as this Court may deem proper.

**COUNT II – UNJUST ENRICHMENT**  
**(Alternative Action)**

PLAINTIFF realleges the allegations contained in paragraphs 1-27 and sue DEFENDANTS for unjust enrichment, stating:

37. PLAINTIFF conferred a benefit upon MAULDIN and RAPPa whereby MAULDIN and RAPPa would be allowed to operate the Burger Robs food truck under the Burger

Rob's name and utilizing the Burger Robs menu, recipes, and identity.

38. MAULDIN and RAPPAP have been utilizing the Burger Robs name when operating the food truck and have been utilizing the Burger Robs menu, recipes, and identity.

39. MAULDIN and RAPPAP have been paid for jobs that they have performed without providing the proper royalty payments to PLAINTIFF for use of the Burger Robs name, menu, recipes, and identity.

40. MAULDIN and RAPPAP have purchased and used inferior ingredients in the Burger Robs recipes, whereby changing the taste and consistency of the products, while continuing to use the Burger Robs name, menu, and identity.

41. These actions have damaged PLAINTIFF.

42. MAULDIN and RAPPAP have retained the food truck and are still using the BURGER ROB'S name, recipes, and identity.

43. The circumstances are such that it would be inequitable for MAULDIN and RAPPAP to retain the benefits in the form of their monetary compensation given the fact that they are not conforming to the standardized ingredients and are failing to make royalty payments.

WHEREFORE, PLAINTIFF demands judgment against DEFENDANTS for damages, plus interest, and such further relief as this Court may deem proper.

### **COUNT III – ACCOUNTING**

PLAINTIFF realleges the allegations contained in paragraphs 1-27 and sue DEFENDANTS for an accounting of T&R BURGERS, LLC'S books, stating:

44. PLAINTIFF, as owner of the Burger Robs name and Franchisor entitled to 8% royalties of T&R BURGERS, LLC'S gross sales, has an interest in the profits to which it

is entitled.

45. MAULDIN and RAPP, who are in control of T&R BURGERS, LLC and its books, acting on behalf of T&R BURGERS, LLC, have not provided access to its books and records regarding sales.

46. PLAINTIFF has requested this information and has been denied by T&R BURGERS, LLC.

47. PLAINTIFF has, on multiple occasions, either failed to be paid on time, or has failed to be paid at all.

48. PLAINTIFF has no adequate remedy at law.

WHEREFORE, PLAINTIFF demands judgment against DEFENDANTS for an accounting and an award of damages, plus interest, attorney's fees and costs, and such further relief as this Court may deem proper.

#### **COUNT IV – TEMPORARY AND PERMANENT INJUNCTION**

PLAINTIFF realleges the allegations contained in paragraphs 1-27 and sue DEFENDANTS for a temporary and permanent injunction, stating:

49. This is an equitable action for a temporary and permanent injunction.

50. DEFENDANTS have intentionally and without excuse failed to fully perform their obligations within the Agreement including: altering the Franchisor menu and/or ingredients, bringing harm to the Burger Robs name, making royalty payments on time by the 5<sup>th</sup> of every month.

51. DEFENDANTS have further refused to return the Burger Robs food truck to PLAINTIFF, cease using the BURGER ROBS name, and turn over all BURGER ROBS recipes.

52. As such, DEFENDANTS have been able to fully use and utilize all the assets, recipes, and the BURGER ROBS name pursuant to the Agreement without interruption.

53. PLAINTIFF has been and continues to be irreparably harmed and injured by DEFENDANTS refusal to properly adhere to the BURGER ROBS ingredients/recipes, responsibilities, and payment schedule and to be unable to prevent DEFENDANTS from discontinuation of use of the BURGER ROBS name as contained within the Agreement.

54. The damages to PLAINTIFF would be difficult to measure in monetary terms if the DEFENDANTS are allowed to continue regular operations while in active breach of the Agreement.

55. DEFENDANTS have acted in conscious disregard for PLAINTIFF'S rights.

56. DEFENDANTS actions in violation of PLAINTIFF'S rights and remedies under the Agreement are ongoing, continuing, and even increasing, including DEFENDANTS shopping buyers for the sale of the BURGER ROBS food truck, business, and name.

57. It is essential that this Court immediately, temporarily, and permanently enjoin DEFENDANTS from continuing to utilize the BURGER ROBS assets and name gained from the Agreement and the monetary gain of the sales from the food truck. Further, upon information and belief, DEFENDANTS are actively attempting to evaluate for sale the BURGER ROBS name, food truck, and business and retain the proceeds for themselves, to which they have no legal right to.

58. It is in the public's best interest to enjoin DEFENDANTS from continuing to use, enjoy, or transfer ownership interests in the assets, including the BURGER ROBS name, of the Agreement while in active default.

59. PLAINTIFF is likely to succeed on the merits of this action.

60. PLAINTIFF seeks the recovery of actual, exemplary, and consequential damages and reasonable attorney's fees and expenses from DEFENDANTS.

61. PLAINTIFF has no adequate remedy at law.

WHEREFORE, PLAINTIFF respectfully requests that this Court preliminarily, temporarily, and permanently enjoin DEFENDANTS and issue the following:

a. An injunction restraining DEFENDANTS from access to the assets of the Agreement, including the BURGER ROBS name, food truck, and recipes;

b. An injunction restraining DEFENDANTS from transferring or selling the assets of the Agreement, including the food truck, the name, and all related recipes, and any other property contained within the Agreement;

c. An injunction allowing PLAINTIFF to post no bond, or, alternatively, a minimal bond;

d. DEFENDANTS be required to pay the costs of this action together with reasonable attorney's fees for PLAINTIFF'S attorneys; and

e. Such other and further relief as this Court deems just and proper.

Respectfully submitted on October 25, 2023.

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**Attorneys for Burger Robs, LLC, Robert  
Buffaloe, and Shelby Milam**

# Franchise Agreement

**THIS AGREEMENT** ( the "Agreement") is made on **01/01/2022** by and Between **BURGER ROBS LLC** (the "Franchisor"), Robert Buffalo, Shelby Milam, and **T&R BURGERS LLC** ( the " Franchisee"), Christopher Mauldin, Talia Rappa, on the basis of the following understandings and agreements:

## **BASIS FOR AGREEMENT**

The Franchisor (BurgerRobb LLC) has developed methods for establishing, operating and promoting businesses engaged in the **Burger Robb** using the service mark and related trade names and trademarks ( the "Marks") and the Franchisor's proprietary methods of doing business ( the "Licensed Methods"). The Franchisor grants the right to others to develop and operate a **Burger Robb** franchise, under the Marks and pursuant to the Licensed Methods.

The Franchisee desires to establish a **Burger Robb Food Truck** franchise at the location stated, **Brevard County**, and the Franchisor desires to grant the Franchisee the right to operate a **Burger Robb Food Truck** at such location under the terms and conditions which are stated in this Agreement.

## **GRANT OF FRANCHISE**

The Franchisor grants the Franchisee, and the Franchisee accepts from the Franchisor, the right to use the Marks and Licensed Methods in connection with the establishment and operation of a **Burger Robb Food Truck** franchise, at the location described in this Agreement. The Franchisee Agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by the Franchisor from time to time, only in the accordance with the terms and conditions of this Agreement.

The Franchisee agrees at all times to faithfully, honestly, and diligently perform the Franchisee's obligations hereunder, and to continuously exert best efforts to promote the **Burger Robb** franchise. The Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of the business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by the Franchisor, all of which are a part of the Licensed Methods.

## **FRANCHISE FEE**

The Franchisee agrees to pay the Franchisor an amount of **\$10,000 (PAID AS OF 1/1/2022) +8% of monthly sales with any amount over \$1200 of the 8% going towards the remaining balance of the trailer until the total amount of \$30,000 is paid in full (for the trailer itself), then 8% hereafter for use of the Burger Robb name** as the Franchise Fee. The Payment of the franchise fee enables the Franchisee to enjoy the use of the Franchisor's system and name.

As of 01/01/2023 a total of \$11,413.86 has been paid towards the trailer with a remaining balance of \$8,586.14.

#### FRANCHISED LOCATION AND DESIGNATED AREA

The Franchisee is granted the right and franchise to own and operate their **Burger Robs Food Truck** franchise **All Throughout Brevard County, and have First Pick of any Food Truck Requests that Come In, they be private or public events, before any other Burger Robs Food Truck. If and when a second Burger Robs Food Truck comes about, the original franchisee ( T&R Burgers LLC) will be the only Food Truck to have the above clause in their contract.**

#### INITIAL FRANCHISE FEE

In consideration for the right to develop and operate a **Burger Robs Food Truck** franchise, the Franchisee agrees to pay to the Franchisor an initial franchise fee of **\$10,000**, which is due and payable as of the date of execution of this Agreement. **(PAID)**

#### ROYALTIES

Throughout the term of this Agreement, the Franchisee agrees to pay to the Franchisor a continuing monthly royalty ("Royalty") equal to **8%** of its Gross Retail Sales generated from or through the **Burger Robs Food Truck** franchise.

#### TERM

The Term of this Agreement begins on the date this Agreement is fully executed and ends **on a date that is MUTUALLY agreed on between the Franchisee and the Franchisor**

#### DEFAULT AND TERMINATION

The Franchisor and Franchisee both adhere and agree to these terms

1. The Franchisee will not alter or change/add on the Franchisor menu and/or ingredients, unless the Franchisor agrees to the changes/add ons.
2. The Franchisee will not in any way bring harm to the name **Burger Robs**
3. The Franchisee will at all times, keep the **Burger Robs Food Truck** at pristine condition, clean, and up to health and food codes by Florida State Law
4. The Franchisee will make said Royalty payments on time by the 5th of every month

5. The Franchisor agrees to let the Franchisee the rights to use **ALL** social media and advertising accounts from the beginning date of this agreement until the end of said agreement
6. The Franchisee's rights to use the **Burger Robs** name may not be revoked unless terms of this agreement are not adhered to or unless both parties mutually agree to end the relationship.

**GOVERNING LAW**

This Agreement shall be interpreted under the laws of the **State of Florida**, and any disputes between the parties shall be governed by and determined in accordance with the substantive laws of the **State of Florida**, which laws shall prevail in the event of any conflict of laws.

**SIGNATURES**

This Agreement shall be signed on behalf of **BurgerRobs LLC** by Robert Buffaloe, Shelby Milam and on behalf of **T&R Burgers LLC** by Christopher Mauldin, Talia Rappa

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above set forth  
FRANCHISOR:

Date: 1/1/2022

Robert Buffaloe Shelby Milam ( [REDACTED]  
[REDACTED]

FRANCHISEE:

Date: 1/1/2022

Christopher Mauldin Talia Rappa ( [REDACTED]  
[REDACTED]