

IN THE CIRCUIT COURT OF THE  
15<sup>th</sup> JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

Case No. \_\_\_\_\_

MIZNER COUNTRY CLUB, INC.,  
a Florida not-for-profit corporation,

Plaintiff,

v.

SYZYGY GLOBAL, INC., a Florida corporation,  
and JASON HERRING, an individual,

Defendants.

\_\_\_\_\_ /

**COMPLAINT FOR DAMAGES**

The Plaintiff, MIZNER COUNTRY CLUB, INC., a Florida not-for-profit corporation (“Mizner”), sues the Defendants, SYZYGY GLOBAL, INC., a Florida corporation (“Syzygy”), and JASON HERRING, an individual (“Herring”) (collectively, the “Defendants”), and alleges:

***PARTIES AND VENUE***

1. Mizner is a not-for-profit corporation which is organized and existing under the laws of the State of Florida.
2. Mizner maintains its principal place of business in Palm Beach County, Florida.
3. Syzygy is a corporation which is organized and existing under the laws of the State of Florida.
4. Syzygy maintains its principal place of business in Palm Beach County, Florida.
5. Herring is an individual who resides in Palm Beach County, Florida.
6. At all times material hereto, Herring has been the President and CEO of Syzygy.

7. Venue for this action is proper in Palm Beach County since the Defendants reside in Palm Beach County and since all causes of action alleged herein accrued in Palm Beach County.

### ***GENERAL ALLEGATIONS***

8. For many years, Mizner has operated an exclusive residential country club (the “Club”) with golf, tennis, aquatic, dining and other facilities in Delray Beach, Florida.

9. For several years, Syzygy has engaged in business as a seller, designer and installer of pergolas, cabanas, pool covers and other exterior structures for country clubs and others.

10. On or about January 22, 2024, Herring, individually and on behalf of his company, Syzygy, represented and promised to Mizner that Syzygy could design and install pool cabanas (or, as the Defendants called them, “K-Banas”) at the Club.

11. Based on the Defendants’ foregoing representation and promise, Mizner retained Syzygy to design and install seven (7) cabanas at the Club.

12. To that end, on that same date, January 22, 2024, Syzygy issued its Invoice No. 19101 to Mizner in the sum of \$62,000 for the “Design and Installation of 7 K-Banas with back wall” at the Club. A copy of Invoice No. 19101 is attached hereto as **Exhibit “A.”**

13. In turn, just four (4) days later on January 26, 2024, Mizner signed Syzygy’s Invoice No. 19101, issued its own Purchase Order No. 00098 and delivered its check no. 052839 in the sum of \$62,000 to Syzygy for the design and installation of the seven (7) cabanas. Copies of the signed Invoice No. 19101, Purchase Order No. 00098 and check no. 052839, which collectively constitute a valid and enforceable agreement (the “Agreement”) between the parties, are attached collectively hereto as **Composite Exhibit “B.”**

14. However, shortly after the parties entered into the Agreement, it became abundantly clear that Syzygy never actually intended to install the cabanas at the Club, as promised.

15. Instead, the Defendants strung Mizner along for many months with one empty promise after another to fulfill Syzygy's obligations under the Agreement.

16. In the end, Syzygy completely failed and/or refused to install any of the seven (7) cabanas at the Club, in direct breach of the parties' Agreement.

17. Moreover, the Defendants also wrongfully retained the sum of \$62,000 Mizner paid it for the installation of the seven (7) cabanas.

18. Accordingly, on September 23, 2024, Mizner, through its undersigned attorneys, and pursuant to Florida Statutes § 772.11, served the Defendants with its written Civil Theft Demand Letter (the "Civil Theft Demand Letter") by certified mail and email. A copy of the Civil Theft Demand Letter is attached hereto as **Exhibit "C."**

***COUNT I  
BREACH OF CONTRACT  
(against Syzygy)***

19. This is a cause of action against Syzygy for damages in excess of \$50,000.00, exclusive of interest, costs and attorneys' fees.

20. Mizner realleges and incorporates the allegations contained in paragraphs 1 through 18 above as if same were more fully set out herein.

21. As set forth herein, Mizner and Syzygy entered into a valid and enforceable Agreement.

22. Syzygy materially breached the Agreement by failing to design and install seven (7) cabanas at the Club, as required thereunder.

23. As a result of Syzygy's breach of the Agreement, Mizner has suffered damages.

24. All conditions precedent to the institution of this action have occurred, been met or otherwise been waived.

WHEREFORE, Mizner demands judgment against Syzygy for damages, costs of this action, interest and such other and further relief as the court deems just and proper.

***COUNT II***  
***MONEY HAD AND RECEIVED***  
***(against Defendants)***

25. This is a cause of action against Syzygy and Herring, jointly and severally, for damages in excess of \$50,000.00, exclusive of interest, costs and attorneys' fees.

26. Mizner realleges and incorporates the allegations contained in paragraphs 1 through 18 above as if same were more fully set out herein.

27. Upon the parties' entry into their Agreement, Mizner paid the sum of \$62,000 to Syzygy, over which Herring, individually, has complete dominion and control.

28. Thereafter, Syzygy, by and through Herring, has failed and/or refused to fulfill its obligations under the Agreement or return the sum of \$62,000 to Mizner.

29. By retaining Mizner's money, the Defendants have taken undue advantage of the situation.

30. The circumstances are such that the Defendants should, in all fairness, be required to return Mizner's money to it.

31. Indeed, injustice would occur if the Defendants do not return Mizner's money to it.

32. All conditions precedent to the institution of this action have occurred, been met or otherwise been waived.

WHEREFORE, Mizner demands judgment against Syzygy and Herring, jointly and severally, for damages, costs of this action, interest and such other and further relief as the court deems just and proper.

**COUNT III**  
**CONVERSION**  
**(against Defendants)**

33. This is a cause of action against Syzygy and Herring, jointly and severally, for damages in excess of \$50,000.00, exclusive of interest, costs and attorneys' fees.

34. Mizner realleges and incorporates the allegations contained in paragraphs 1 through 18 above as if same were more fully set out herein.

35. Upon the parties' entry into their Agreement, Mizner paid the sum of \$62,000 to Syzygy, over which Herring, individually, has complete dominion and control.

36. Thereafter, Syzygy, by and through Herring, has failed and/or refused to fulfill its obligations under the Agreement or return the sum of \$62,000 to Mizner.

37. Mizner retains the right to ownership and possession of the funds it paid Syzygy.

38. Mizner previously demanded, on several occasions, that the Defendants return its funds which rightfully belong to it, including via its Civil Theft Demand Letter.

39. Nevertheless, the Defendants have failed and/or refused to return Mizner's funds to it.

40. The Defendants have wrongfully exercised dominion and control over Mizner's money and permanently deprived Mizner of its money.

41. As a result of the Defendants' conversion of Mizner's money, Mizner has suffered damages.

42. All conditions precedent to the institution of this action have occurred, been met or otherwise been waived.

WHEREFORE, Mizner demands judgment against Syzygy and Herring, jointly and severally, for damages, costs of this action, interest and such other and further relief as the court deems just and proper.

***COUNT IV  
CIVIL THEFT  
(against Defendants)***

43. This is a cause of action against Syzygy and Herring, jointly and severally, for damages in excess of \$50,000.00, exclusive of interest, costs and attorneys' fees.

44. Mizner realleges and incorporates the allegations contained in paragraphs 1 through 18 above as if same were more fully set out herein.

45. Upon the parties' entry into their Agreement, Mizner paid the sum of \$62,000 to Syzygy, over which Herring, individually, has complete dominion and control.

46. Thereafter, Syzygy, by and through Herring, has failed and/or refused to fulfill its obligations under the Agreement or return the sum of \$62,000 to Mizner.

47. Instead, the Defendants have unlawfully retained and converted Mizner's money for their own personal use and benefit.

48. The Defendants have knowingly obtained or used Mizner's money with the intent to either temporarily or permanently deprive Mizner of the right to or benefit from its money, in violation of Florida Statutes § 812.014(1)(a).

49. The Defendants have knowingly obtained or used Mizner's money with the intent to either temporarily or permanently appropriate the money to their own use and benefit, in violation of Florida Statutes § 812.014(1)(b).

50. On September 23, 2024, Mizner, through its undersigned attorneys, sent the Defendants its Civil Theft Demand Letter pursuant to Florida Statutes § 772.11.

51. The Defendants have failed to comply with Mizner's Civil Theft Demand Letter.

52. As a result, Mizner has suffered damages and is entitled to the recovery of threefold its actual damages pursuant to Florida Statutes § 772.11.

53. All conditions precedent to the institution of this action have occurred, been met or otherwise been waived.

54. Mizner has retained the undersigned attorneys to represent it in this action and has agreed to pay them reasonable fees for the services they render, which fees it is entitled to recover from the Defendants pursuant to Florida Statutes § 772.11.

WHEREFORE, Mizner demands judgment against Syzygy and Herring, jointly and severally, for treble damages, costs of this action, interest, attorneys' fees and such other and further relief as the court deems just and proper.

Dated: November 8, 2024

LOGS LEGAL GROUP LLP  
*Attorneys for the Plaintiff*  
750 Park of Commerce Blvd., Suite 130  
Boca Raton, Florida 33487  
561-287-5599 (phone)  
561-287-5589 (fax)

By: /s/ Scott A. Simon  
Scott A. Simon, Esq.  
Florida Bar No. 0088676  
[ssimon@logs.com](mailto:ssimon@logs.com)

# SYZYGY

Design Technology Lifestyle

## INVOICE

19101

01.22.2024

### BILL

Mizner Country Club  
16104 Mizner Club Dr.  
Delray Beach, FL 33446

### SHIP

Same as

### INSTRUCTION

K-BANAS

### DESCRIPTION

### DATE

### TOTAL

Design and Installation of 7 K-Banas  
with back wall

\$ 62,000.00

### DISCOUN

### SALES

### SHIPPING &

**TOTAL DUE IMMEDIATELY** \$ 62,000.00

*Thank you for your business!*

☎ 561.408.9522    📠 561.408.9523    ✉ info@syzygyglobal.com

161 Commerce Road, Suite 1, Boynton Beach, FL 33426

www.syzygyglobal.com

EXHIBIT

A



# SYZYGY

Design Technology Lifestyle

INVOICE  
19101

01.22.2024

BILL

SHIP

INSTRUCTION

Mizner Country Club  
16104 Mizner Club Dr.  
Delray Beach, FL 33446

Same as

K-BANAS

DESCRIPTION

DATE

TOTAL

Design and Installation of 7 K-Banas  
with back wall

\$ 62,000.00

Total Amt 62,000.00 GL 11668-00-  
Amt                      GL 11668 P  
Amt                      GL                       
Dept Head                      Apply Tax                     

mg 1/26/24

DISCOUN

SALES

SHIPPING &

Thank you for your business!

TOTAL DUE IMMEDIATELY \$ 62,000.00

561.408.9522 561.408.9523 info@syzygyglobal.com

161 Commerce Road, Suite 1, Boynton Beach, FL 33426

www.syzygyglobal.com

EXHIBIT

Composite

B

tabbles



Mizner Country Club, Inc.  
16104 Mizner Club Drive  
Delray Beach, FL 33446

Bank of America  
63-4/830-FL

052839

01/26/24

\$62,000.00

PAY SIXTY TWO THOUSAND DOLLARS & 00 CENTS

TO  
THE  
ORDER  
OF

SYZYGY Global Inc.  
161 Commerce Road  
Suite 1  
Boynton Beach, FL 33426



*[Signature]*  
*[Signature]*

⑈052839⑈ ⑆063000047⑆ 898028273649⑈

A/P	Mizner Country Club, Inc.	1853 SYZYGY Global Inc.	Jan26/24	Check No. 052839			
Invoice No	Inv.Date	PO Number	Reference	Audit No	Gross Amt	Disct/HB	Net Amt
019101	Jan26/24	Dsign/Inst	Cabanas	CD4231	62,000.00	0.00	62,000.00
					62,000.00	0.00	62,000.00

A/P	Mizner Country Club, Inc.	1853 SYZYGY Global Inc.	Jan26/24	Check No. 052839			
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					62,000.00	0.00	62,000.00

1/26/24  
Marlon took check



**LOGS Legal Group LLP**  
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**Partners**

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Jason Shapiro (licensed in FL, IL)  
Christopher G. Phillips (licensed in KY, OH)

*Scott A. Simon, Esq.*  
Senior Litigation Attorney  
[ssimon@logs.com](mailto:ssimon@logs.com)

September 23, 2024

**VIA EMAIL ([jason@syzygyglobal.com](mailto:jason@syzygyglobal.com)) AND**  
**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

SYZYGY Global, Inc.  
Attn: Mr. Jason Herring, CEO  
161 Commerce Road, Suite 1  
Boynton Beach, FL 33426

*and*

Mr. Jason Herring  
161 Commerce Road, Suite 1  
Boynton Beach, FL 33426

**Re: Mizner Country Club, Inc. v. SYZYGY Global, Inc. and Jason Herring**  
**Civil Theft Demand Letter pursuant to Florida Statutes § 772.11**

Dear Mr. Herring:

This law firm has been retained by Mizner Country Club, Inc. (the “Club”) to recover funds your company, SYZYGY Global, Inc. (“SYZYGY”), and you, Jason Herring, individually (“Mr. Herring”) (collectively, “you”), improperly obtained from it under the guise of payment of an invoice for the design and installation of seven cabanas (or, as referenced in the invoice, “k-banas”) with back walls at the Club. In particular, based upon your representation and promise that SYZYGY would design and install these seven cabanas, on January 22, 2024, SYZYGY issued its invoice no. 19101 (the “Invoice”) in the sum of \$62,000 and, on January 26, 2024, the Club paid SYZYGY the entire sum of \$62,000 on the Invoice. However, it now appears SYZYGY never intended to design or install the referenced cabanas (or has even commenced any such work) and, at this point, it has become clear that your representations and promises were made solely to induce the Club to pay over to SYZYGY the \$62,000 purchase price. Thus, you have unlawfully retained and converted the Club’s funds for your own use and benefit, all while failing to respond to the Club’s multiple communications to you regarding this matter.

As such, there is no question that your retention and conversion of the Club’s funds constitutes an act of civil theft and that both SYZYGY and you, personally, committed such theft while acting on behalf of SYZYGY. As such, both SYZYGY and you, individually, are liable for

SYZYGY Global, Inc.  
Mr. Jason Herring  
September 23, 2024  
Page 2

the theft. Accordingly, *this civil theft demand letter is sent to both SYZYGY and you, individually, in connection with your retention and conversion of the Club's payment in the sum of \$62,000.*

Pursuant to Florida Statutes § 772.11, the Club hereby demands that SYZYGY and you, jointly and severally, pay it triple the amount of damages it has sustained in this matter, *to wit*, three times \$62,000, or **\$186,000**, within thirty (30) days of the date of your receipt of this letter. In accordance with the foregoing statute, should you timely comply with the Club's demand for payment, the Club shall provide SYZYGY and you, individually, with a written release of further civil liability for this specific act of theft. However, should you fail to comply, the Club will promptly initiate a claim against SYZYGY and you, individually, for triple its actual damages, plus all attorneys' fees and costs it has incurred, and will incur, in connection with this matter.

Should you have any questions, please contact the undersigned. Otherwise, please govern yourself accordingly.

Sincerely,

LOGS Legal Group LLP

*/s/ Scott A. Simon*

Scott A. Simon, Esq.

cc: Mizner Country Club, Inc.