

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA**

**NORTH PUBLIC RELATIONS, LLC,
a Florida Limited Liability Corporation,**

Plaintiff,

Case No. 2021 CA 000496

v.

**ICONOCLAST VENTURES, LLC, a Florida
Limited Liability Corporation; ROBERT J.
BERGMANN, an individual; RONALD FRIED,
an individual; and HALI UTSTEIN, an individual,**

JURY TRIAL DEMANDED

Defendants.

COMPLAINT

COMES NOW Plaintiff NORTH PUBLIC RELATIONS, LLC (“Plaintiff”), by and through its undersigned counsel, and files this Complaint against Defendants ICONOCLAST VENTURES, LLC, a Florida Limited Liability Corporation; ROBERT J. BERGMANN, an individual; RONALD FRIED, an individual; and HALI UTSTEIN, an individual. In support thereof, Plaintiff respectfully submits the following:

NATURE OF THE CASE

1. This is an action seeking recovery of monetary damages and injunctive relief for Defendants’ breach of a contract, fraudulent misrepresentation, unjust enrichment, conversion, breach of implied covenant of good faith and fair dealing, and tortious interference with business relationship.

2. This is an action involving claims which are, individually, in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of costs and interest.

THE PARTIES

3. At all times pertinent hereto, Plaintiff, NORTH PUBLIC RELATIONS, LLC, is a Florida Limited Liability Corporation which maintains its principal place of business at 2433 Bass Bay Drive, Tallahassee, Florida 32312.

4. Plaintiff is engaged in the public relations business throughout the State of Florida.

5. Plaintiff retained undersigned counsel to bring this action and has agreed to pay a reasonable fee for their services.

6. At all times pertinent hereto, Defendant, ICONOCLAST VENTURES, LLC, (“Iconoclast”) has been organized and existed under the laws of the State of Florida and has a principal place of business located at 135 San Lorenzo Avenue, Suite 850, Coral Gables, Miami-Dade County, Florida 33146. Defendant Iconoclast may be served with process by and through its registered agent, Michael H. Merino, P.A., located at 6741 Orange Drive, Davie, Florida 33314.

7. At all times pertinent hereto, Defendant Robert J. “Jake” Bergmann (hereinafter “Bergmann”) was a resident of Florida, served as Defendant Iconoclast’s Chief Executive Officer, and conducted business in Leon County, Florida. Mr. Bergmann made be served with process at 5307 Pimlico Drive, Tallahassee, Florida 32309.

8. At all times pertinent hereto, Defendant Ronald “Ron” Fried (hereinafter “Fried”) was a resident of Florida, served as Defendant Iconoclast’s Chief Operating Officer, and conducted business in Leon County, Florida. Mr. Fried may be served with process at 6060 NW 55th Lane, Tamarac, Florida 33319.

9. At all times pertinent hereto, Defendant Hali Utstein (hereinafter “Utstein”) was a resident of Florida, served as Defendant Iconoclast’s Chief Marketing Officer, and conducted

business in Leon County, Florida. Ms. Utstein may be served with process at 20567 Sausalito Drive, Boca Raton, Florida 33498.

VENUE

10. On November 5, 2019, Defendants entered into a contractual agreement with Plaintiff for public relations services.

11. On or after April 2020, Defendants breached that Agreement by failing to pay Plaintiff all agreed upon, and properly invoiced, amounts due.

12. Jurisdiction and venue over Defendants are proper in this Court pursuant to § 47.011, Florida Statutes.

13. The breach of contract action accrued in Leon County, the contract was executed in Leon County, and the payments under the contract are to be made in Leon County.

14. Venue for this action is proper in Leon County, Florida.

CONDITIONS PRECEDENT

15. Plaintiff has satisfied all conditions precedent to bringing this action. This action is timely brought thereafter.

FACTUAL BACKGROUND

16. On or about November 5, 2019, Plaintiff and Defendant entered into a one-year agreement for Plaintiff to perform certain public relations services for Defendant's benefit commencing on or about November 1, 2019 and expiring on October 30, 2020.

17. Utstein executed the Agreement on Iconoclast's behalf.

18. The Agreement's terms required Plaintiff to provide Iconoclast with "media, public relations, and consulting services to [Iconoclast], including strategic counseling, and

implementation of communications/media management to advance and promote [Iconoclast's] programs, services and events." *See* Agreement attached hereto as Exhibit "A".

19. Iconoclast promised to pay a retainer of \$12,500.00 per month for Plaintiff's services. *See* Exhibit "A", Sec. II.

20. Beginning in November 2019, and pursuant to the Agreement, Plaintiff performed a variety of public relations services for Iconoclast.

21. Plaintiff's main points of contact on Iconoclast's behalf were Bergmann, Fried, and Utstein.

22. Plaintiff's services included engaging in research and preparing for various projects, coordinating weekly follow-ups, establishing, and implementing the marketing campaign, preparing pitch materials, consulting with attorneys, and preparing nonprofit for the client's behalf, coordinating speaking engagements, researching online and digital presence, and drafting media plans.

23. During the Agreement's term, Plaintiff invoiced Iconoclast on a monthly basis in the amount of \$12,500.00.

24. From November 2019 through February 2020, Iconoclast complied with the Agreement's payment terms.

25. During all times relevant, Plaintiff complied with the Agreement.

26. However, and in March 2020, Iconoclast ceased making its monthly payments to Plaintiff.

27. Plaintiff contacted Iconoclast through Bergmann, Fried, and Utstein demanding payment on a number of occasions.

28. Defendants Bergmann, Fried, and Utstein acknowledged that Defendants needed to abide by its contractual obligations and promised payment, with interest, in the near future.

29. Despite Defendants' failure to continue its monthly payment obligations, Plaintiff continued to comply with the terms of the Agreement.

30. On June 21, 2020, Defendants paid the March 2020 invoice.

31. Defendants failed to make any additional payments to Plaintiff from April 2020 through the expiration of Plaintiff's contract on October 30, 2020.

32. During the Agreement's term, Plaintiff made certain expenditures on Defendants' behalf and to their benefit.

33. Defendants were aware of Plaintiff's financial expenditures and the benefits received by Defendants.

34. On November 4, 2020, Plaintiff contacted Defendants regarding Defendants' delinquency, and Plaintiff's prior attempt to collect all monies owed to it for services provided for the Defendants' benefit.

35. Defendants informed Plaintiff that they would contact it to "directly negotiate settlement and payment."

36. Despite statements by Defendants Bergmann, Fried, and Utstein to the contrary, Plaintiff has not received any payment from Defendants towards the outstanding obligation due and owing to Plaintiff.

37. On December 16, 2020, a demand for payment was sent by Plaintiff by and through its undersigned counsel, and Defendants refused to pay any and all amounts due.

38. Defendant Fried stated it cannot "negotiate in good faith" despite having the obligation to do so per the Agreement.

39. On February 5, 2021, Plaintiff again sent a demand for payment to Defendant Fried, by and through undersigned counsel.

40. Defendant Fried again declined to remit payment and asked Plaintiff to wait for another ninety (90) days.

41. Defendant Fried utilizes the initials “JD” after his name when signing correspondence, stated that he “litigated for 20 years in FL”, and that he was responding on behalf of Iconoclast.

42. Defendant Fried is ineligible to practice law in Florida.

43. Defendants acted in bad faith in order to avoid paying Plaintiff amounts owed pursuant to the Agreement.

44. Defendants’ actions are an attempt to delay payment to Plaintiff for as long as it possibly can.

45. Plaintiff suffered economic loss and damages as a result of Defendants’ misrepresentations.

46. Pursuant to Secs. 57.041 and 57.105, Florida Statutes, Plaintiff is entitled to recover attorneys’ fees and costs for any litigation resulting from Defendant’s breach of contract.

COUNT I – BREACH OF CONTRACT
(Iconoclast)

47. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 46 of this Complaint as if fully set forth herein.

48. This is an action against Defendant Iconoclast for breach of contract.

49. Iconoclast agreed as part of the terms and conditions of its agreement with Plaintiff to, “pay a retainer fee for of [*sic*] \$12,500/month for professional services rendered on [Defendant’s] behalf from November 1, 2019, through October 30, 2020.” *See* Exhibit A.

50. This fee includes time spent by Agency principals and staff related to public relations, marketing, digital marketing, strategic communications, and planning and agreed to by the parties.” *See* Exhibit A at § IV.

51. Despite demand and its attempts to resolve this dispute, Iconoclast refused to make any payments to Plaintiff for the months of April through October 2020.

52. By its unlawful actions described herein, Iconoclast materially breached the Agreement and is currently indebted to Plaintiff in the amount of at least \$87,500.00.

53. As a direct and proximate result of Iconoclast’s conduct described above, Plaintiff has suffered financial damages and other special damages that may be available.

WHEREFORE, Plaintiff requests judgment be entered in its favor, against Iconoclast, awarding: attorney’s fees and costs, compensatory damages, interest, and any other relief this Court deems just and proper.

COUNT II – FRAUDULENT MISREPRESENTATION
(Bergmann, Fried, and Utstein)

54. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 46 of this Complaint as if fully set forth herein.

55. Defendants Bergmann, Fried, and Utstein intentionally made false statements to Plaintiff regarding the ability and willingness to pay monies owed pursuant to the Agreement.

56. Defendants Bergmann, Fried, and Utstein intentionally made false statements to Plaintiff regarding the Agreement and other business dealings in order to delay enforcement of the Agreement.

57. Defendants Bergmann, Fried, and Utstein knew the representations were false when they made them to Plaintiff.

58. Defendants Bergmann, Fried, and Utstein intentionally made the misrepresentations to induce Plaintiff into delaying or not enforcing the terms of the Agreement.

59. Plaintiff suffered injury and damages as a result of acting upon Plaintiff's misrepresentations.

WHEREFORE, Plaintiff requests judgment be entered in its favor, against Bergmann, Fried, and Utstein, awarding: attorney's fees and costs, compensatory and punitive damages, interest, and any other relief this Court deems just and proper.

COUNT III– UNJUST ENRICHMENT
(All Defendants)

60. Plaintiff incorporates herein by reference the allegations set forth in paragraphs 1 through 46 of this Complaint as if fully set forth herein.

61. By making expenditures for resources and in furtherance of Defendants' interests, Plaintiff has conferred a benefit upon Defendants.

62. Defendants have knowledge that Plaintiff provided a benefit for which it is not receiving compensation.

63. Defendants have retained the benefits despite not compensating Plaintiff.

64. Circumstances are such that it would be inequitable for Defendants to retain the benefit without paying fair value for it.

WHEREFORE, Plaintiff requests judgment be entered in its favor, against Defendants, awarding: injunctive relief, costs, attorney's fees and costs, expert witness fees, compensatory damages, interest, and any other relief this Court deems just and proper.

**COUNT IV - BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**
(Iconoclast)

65. Plaintiff hereby re-alleges and re-affirms the allegations set forth in paragraphs 1 through 46 as if set forth herein in full.

66. At all times relevant to this litigation, Iconoclast was in a contractual relationship with Plaintiff and owed a duty to Plaintiff to act in good faith and deal fairly.

67. Iconoclast breached that duty on more than one occasion by wrongfully converting, taking, utilizing, or managing property and financial interests of Plaintiff.

68. Such acts and omissions leading to the Iconoclast's breach of its duty of good faith and fair dealing with Plaintiff were the actual and proximate cause of harm to Plaintiff.

69. Iconoclast's conduct was outrageous, with the acts being done with malice or bad motives or reckless indifference to the interests of Plaintiff.

WHEREFORE, Plaintiff requests judgment be entered in its favor, against Iconoclast, awarding: attorney's fees and costs, compensatory damages, interest, and any other relief this Court deems just and proper.

COUNT V – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS
(Defendants Bergmann, Fried, and Utstein)

70. Plaintiff hereby re-alleges and re-affirms the allegations set forth in paragraphs 1 through 46 as if set forth herein in full.

71. Plaintiff and Defendant Iconoclast were engaged in a one-year contractual business relationship whereby Plaintiff provided services to Iconoclast and Iconoclast remitted payment in the amount specified per the contract to Plaintiff.

72. Defendants Bergmann, Fried, and Utstein were aware of this existing business relationship forged between Plaintiff and Defendant Iconoclast in November 2019.

73. Despite knowing about this relationship, Defendants Bergmann, Fried, and Utstein intentionally and unjustly interfered with the Plaintiff's and Iconoclast's relationship by preventing Defendant Iconoclast from remitting any additional payments per the terms of the Agreement.

74. Defendants Bergmann, Fried, and Utstein further interfered with Plaintiff's contractual obligations with a vendor hired by Plaintiff for Defendants' benefit by failing to remit monies owed to Plaintiff for its services.

75. Defendants Bergmann, Fried, and Utstein's actions caused Iconoclast to breach its obligations under the Agreement.

76. Because of Defendants Bergmann, Fried, and Utstein's interference, Plaintiff suffered actual damages as a direct result of Defendants Bergmann's, Fried's, and Utstein's actions.

WHEREFORE, Plaintiff requests judgment be entered in its favor, against Bergmann, Fried, and Utstein, awarding: compensatory and punitive damages, attorney's fees and costs, interest, and any other relief this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendants:

- (a) Enter judgment against Defendants on all counts alleged in this Complaint;
- (b) Award Plaintiff actual, compensatory, and punitive damages in an amount to be determined at trial, but no less than \$30,000;
- (c) Award Plaintiff all costs and attorney's fees it incurred in the prosecution of this lawsuit;
- (d) Prejudgment interest on all liquidated amounts;

(e) Post-judgment interest;

(f) Grant such other and further damages and/or injunctive relief as this Court in its judgment deems just and proper.

REQUEST FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted this 17th day of March 2021.

/s/ Mark L. Bonfanti

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HALL, GILLIGAN, ROBERTS

& SHANLEVER LLP

1241 Airport Road, Suite A

Destin, Florida 32541

850-502-2004

EXHIBIT “A”



LETTER OF AGREEMENT

This agreement is made on this 1st day of November 2019 between Iconoclast Ventures (hereinafter referred to as “**Client**”), and North located in Tallahassee, FL 32312 (hereinafter referred to as the “**Agency**”).

WHEREAS, the **Agency** is a professional agency of good standing;

WHEREAS, the **Client** desires to engage the services of the **Agency**; and WHEREAS, the **Agency** wishes to provide such services;

THEREFORE, in consideration of the mutual promises, covenants, and agreements expressed in this instrument, it is hereby agreed to as follows:

I. Appointment of the Agency

For the purposes of this agreement, the Agency is retained and appointed Agency of Record to represent/advise the Client subject to the terms and conditions of this Agreement.

II. Agency Services

The Agency shall provide media, public relations and consulting services to the Client, including strategic counseling, and implementation of communications/media management to advance and promote Client programs, services and events.

The Agency shall provide Client with counsel on strategic communications initiatives to advance communications regarding programs and various events and initiatives as identified and approved by the Client and to support leadership and designated stakeholders in developing targeted, strategic, and effective communications services to better promote the Client’s businesses and programs as well as create various opportunities to engage partners and other stakeholders in ongoing strategic communications initiatives.

North will provide leadership, staff and identified partners with the tools needed to effectively communicate with target audiences consistently.

III. Duration of Agreement

- a. The services to be rendered by the Agency under this Agreement, for which a fee shall be paid, will commence effective November 1, 2019, and remain in effect through October 30, 2020.

- b. This Agreement can be extended or amended upon agreement by both parties and fees, appointment of agency and services will be updated accordingly.
- c. Additionally, either Client or Agency in its sole discretion may terminate this Agreement upon 60 days written notice. Upon termination, all obligations of the parties hereto shall cease, except for the confidentiality (see attached), which shall survive any termination.

IV. Fees and Schedules

Professional Fees: In exchange for services rendered by the Agency, the Client agrees to pay the Agency a retainer fee for of \$12,500/month for professional services rendered on Client's behalf from November 1, 2019, through October 30, 2020.

**The initial engagement fee/November fee is due upon execution of the contract and no later than November 15, 2019.*

This fee includes time spent by Agency principals and staff related to public relations, marketing, digital marketing, strategic communications, and planning and agreed to by the parties. If a project or request is outside the scope of work, the Client will be made aware and any additional fees will be discussed. **Any additional expenses must be pre-approved by the Client.**

V. Out-of-Pocket Expenses

Client agrees to directly reimburse the Agency for all pre-approved expenses and outlays made by the Agency on the Client's behalf including but not limited to travel, telephone, postage, and similar expenses. **All out-of-pocket expenses must be pre-approved by the Client.**

VI. Graphic design/Printing/Advertising

The Client agrees to reimburse the Agency for all outlays and expenses of production including all artwork and designs purchased by the Agency on behalf of the Client, including printing, graphic design, photography, artwork, and specialty items. All design costs outside the scope of the contract must be pre-approved by the Client.

VII. Authorization of Agency

The Agency is hereby authorized to enter into agreements with third parties, with required prior written approval from the Client, to effectuate the purposes of this Agreement.

VIII. Third Party Costs

The Client will be responsible for payment of third-party costs, if any, with prior Client approval, for the third party costs, upon timely submission of a detailed invoice from the Agency. For example, such costs might include printing, media buys, multi-media equipment used at press conferences etc. In no instances will the Agency incur such costs without the authorization of the Client.

IX. Ownership Interest

It is understood that the Agency shall have no ownership interest or claim to any logos, promotional materials, and other media commissioned on behalf of the Client under this Agreement.

X. Modification

This writing contains the entire Agreement of the Parties and shall be subject to modifications only by a subsequent writing signed by the parties hereto.

XI. Indemnification Clause

Should it be necessary for either party to this Agreement to institute legal action to enforce any provision of the Agreement, the parties agree to submit the dispute to binding mediation, with each side responsible for its own attorney's fees.

XII. Florida Law

This Agreement shall be subject to, interpreted by and enforced under Florida Law. Without limiting the foregoing, this Agreement shall be subject to the provisions of Florida Statutes, and nothing set forth herein shall require either the Client or the Agency to act in a manner which is inconsistent with such provisions of law.

Executed as of the date first written above.

For Iconoclast Ventures

BY Hali Utstein
(Print Name)

DATE 11/5/2019

Signature *Hali D Utstein*
Hali D Utstein (Nov 5, 2019)

For North

BY Allison North Jones, CEO

DATE 11/5/2019

Signature *Allison North Jones*
Allison North Jones (Nov 5, 2019)

Addendum I - CONFIDENTIALITY

It is understood and agreed to that the CLIENT and the AGENCY would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

- a. The confidential information to be disclosed by CLIENT under this Agreement ("Confidential Information") can be described as and includes but is not limited to:

Technical and business information relating to CLIENT's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, members, board of directors, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

- b. In addition to the above, confidential Information shall also include, and the AGENCY shall have a duty to protect other confidential and/or sensitive information which is (a) disclosed by CLIENT in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by CLIENT in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to the AGENCY.
- c. The AGENCY shall use the confidential Information only for the purpose of accomplishing the duties and services set forth in the Consultant Agreement.
- d. The AGENCY shall not disclose confidential information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the CLIENT. AGENCY shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the confidential information in accordance with standard business practices.
- e. The CLIENT warrants that they have the right to make the disclosures under this Agreement.
- f. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the AGENCY any rights, license or authority in or to the information exchanged, except the limited right to use confidential information specified in paragraph 2. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.