

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

JANET GUZMAN, and ANTJE UTGAARD,

PLAINTIFFS,

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

vs.

ONE 11 BOCA LLC d/b/a ONE11 a/d/b/a ONE11 BOCA,

DEFENDANT.

**PLAINTIFFS' COMPLAINT FOR DAMAGES**

Plaintiffs, JANET GUZMAN and ANTJE UTGAARD (collectively, "Plaintiffs" or "Models"), by and through undersigned counsel, and for their Complaint against Defendant, ONE 11 BOCA LLC doing business as ONE11 also doing business as ONE11 BOCA ("Defendant" or "One 11"), state as follows:

**INTRODUCTION**

1. Defendant pirated Plaintiffs' images, likeness and/or identities for self-serving commercial purposes, to wit: to advertise, promote and market Defendant's business interests on a social media account owned, operated, hosted, or controlled by Defendant.
2. Defendant did not negotiate or purchase the images.
3. Defendant did not seek or obtain consent or authority to use Plaintiffs' images for any purpose.
4. The Plaintiffs did not agree to Defendant's use of Plaintiffs' images, likenesses and/or identity.
5. Had each Plaintiff been afforded the opportunity to consider whether to consent and release rights as to the use of their image, each Plaintiff would have promptly and unequivocally declined.

6. Defendant's conduct is therefore misleading and deceptive by falsely representing that each Plaintiff Model depicted in the misappropriated images is somehow affiliated with Defendant; has contracted to perform at and/or participate in events at Defendant's establishment; has been hired to promote, advertise, market or endorse Defendant's events and other activities offered at Defendant's establishment; and/or that each Plaintiff depicted in the advertisements has attended or will attend each event and has participated in or intends to participate in the activities advertised.

7. Defendant circumvented the typical arms-length negotiation process entirely and pirated the subject images. In doing so, **Defendant has utterly deprived each Plaintiff the right and ability to say "no."**

8. Defendant prevented each Plaintiff from engaging in arms-length negotiations regarding the terms and conditions of use of their images, including the term of any release, remuneration per image or use, or the ability to decline the business opportunity entirely. In short, Defendant deprived each Plaintiff of the ability to protect her image, brand, and reputation.

9. In the end, Defendant gained an economic windfall by using the images of professional models for their own commercial purposes, luring and enticing patrons worldwide to view the images and visit its night club, without having to compensate Plaintiffs a single penny for such usage.

10. Having operated their business in the night entertainment industry, Defendant is aware of the standard negotiation process over terms of use, conditions of release, licensing issues, and other contractual incidences related to use and exploitation of images for Defendant's commercial benefit.

11. Each Plaintiff seeks, among other relief, Defendant to appropriately compensate each Plaintiff for the conversion and piracy of her image, likeness and/or identity.

## **PARTIES**

### **A. Plaintiffs**

12. Given the violations harming the models, and the similarity of misconduct from Defendant harming the models, in the interest of judicial economy, Plaintiffs, through counsel, respectfully consolidate all actionable violations *presently known* into this single action on behalf of the following:

13. Plaintiff JANET GUZMAN (“Guzman”) is, and at all times relevant to this action was, a professional model and resident of Los Angeles County, California.

14. Plaintiff ANTJE UTGAARD (“Utgaard”) is, and at all times relevant to this action was, a professional model and resident of Los Angeles County, California.

### **Defendant**

15. Based on publicly available records, and further upon information and belief, Defendant One 11 Boca LLC is a company organized under the laws of the State of Florida, with a principal place of business at 111 SE Mizner Blvd, Boca Raton, Florida 33432.

16. Defendant One 11 Boca LLC operates a night club named One11 or One11 Boca, located at 111 SE Mizner Blvd, Boca Raton, Florida 33432.

17. Based on publicly available records, and further upon information and belief, Defendant, at all times relevant, held itself as an operator of a night club that engaged in the business of entertaining its patrons with dancing, food, and alcohol.

18. Based on publicly available records, and further upon information and belief, Defendant owns and/or operates social media accounts with the following URLs: <https://www.facebook.com/one11boca> and <https://www.instagram.com/bocalunalounge>,

through which it advertises its businesses, and frequently and continuously posts imagery to depict events at its night club.

### **JURISDICTION AND VENUE**

19. This is an action for damages and (a) violation of Fla. Stat. § 540.08; (b) common law invasion of privacy - misappropriation; (c) common law conversion; (d) unjust enrichment; and in excess of \$50,000.00 exclusive of interest, attorneys' fees and costs.

20. Pursuant to Fla. Stat. § 47.021, venue is proper in Palm Beach County as Defendant operates and does business in Boca Raton, Palm Beach County, Florida.

### **FACTUAL BACKGROUND**

#### **A. Standard and Customary Business Practices in the Modeling Industry Require Arms-Length Negotiations over the Terms and Conditions of Usage and Remuneration for any Modeling Images**

21. In the modeling industry, reputation is critical. Being vigilant and proactive about protecting one's reputation is therefore of paramount importance.

22. Each Plaintiff is a professional model who earns a living by promoting her image and likeness to select clients, commercial brands, media, as well as relying on her reputation and own brand for modeling, acting, hosting, and other opportunities.

23. Each Plaintiff's career in modeling, acting, and/or private enterprise has value stemming from the goodwill and reputation each has built, all of which is critical to establishing a brand, being selected for jobs and maximizing earnings.

24. Each Plaintiff has worked to establish herself as reliable, reputable and professional.

25. Each Plaintiff must necessarily be vigilant in protecting her "brand" from harm, taint, or other diminution.

26. Any improper or unauthorized use of an image, likeness or identity could substantially injure the career and career opportunities of each Plaintiff.

27. In the modeling industry, models such as Plaintiffs typically do not have a single employer but rather work on an independent contractor basis for different agents or entities.

28. Each Plaintiff is a responsible professional in the ordinary course. Each Plaintiff seeks to control the use and dissemination of her image and, thus, actively participates in vetting and selecting modeling, acting, brand spokesperson, or hosting engagements.

29. Plaintiffs' vetting and selection of a professional engagement involves a multi-tiered assessment, such as, but not limited to the following:

a. determining whether the individual or entity seeking a license and release of a model's image, likeness or identity is reputable, has reputable products or services, and, through affiliation therewith, would either enhance or harm a model's stature or reputation;

b. this reputational information is used in negotiating compensation which typically turns on the work a model is hired to do, the time involved, travel and how her image is going to be used – known as "usage" (among other variables);

c. to protect her reputation and livelihood, Plaintiffs and/or their agents carefully and expressly define the terms and conditions of use;

d. the entire negotiated deal is reduced to and memorialized in an integrated, written agreement of limited duration (typically 1-3 years) which defines the parties' relationship.

The terms and conditions of the agreement typically, unless otherwise expressly delineated, bind and are applicable to only the parties to that agreement.

30. Endorsing, promoting, advertising or marketing the "wrong" product, service or corporate venture, or working in or being affiliated with a disreputable industry can severely impact Plaintiffs' careers by limiting or foreclosing future modeling or brand

endorsement opportunities.

31. Conversely, association with high-end companies, products, or magazines can enhance and amplify Plaintiffs' earning potential and career opportunities by making a model more sought after and desirable.

**B. Defendant Misappropriated Plaintiffs' Images, Likeness and/or Identity Without Authority, for Self-Serving Commercial Gain and Without Offering or Paying Compensation to any Plaintiff**

32. As set forth below, each Plaintiff's image, likeness and/or identity has been misappropriated by or at the direction of Defendant. Defendant's conduct created the false and misleading appearance and impression that each Plaintiff either works Defendant, has appeared and participated or will appear and participate in activities or events at Defendant's night club, and/or has agreed and consented to advertise, promote, market or endorse Defendant's business.

***Plaintiff Janet Guzman***

33. Guzman is widely known for her self-titled Instagram page. She has gained popularity there for her modeling and lifestyle photos, surpassing over 2,000,000 followers. Guzman is widely known to be Fashion Nova's number 1 featured talent. She mostly promotes the clothes of the Fashion Nova clothing brand on her Instagram and has also appeared on the Fashion Nova billboard. Guzman has also seen her janetguzman\_TikTok channel become widely popular, with her videos on the platform earning over 1,900,000 likes. She also runs a popular a travel/lifestyle/fashion vlog on YouTube.

34. In all instances of commercial marketing and promotion of her image, likeness, or identity by third parties, Guzman negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

35. Guzman's image, likeness and/or identity are depicted in at least one (1) advertisement and four (4) promotions enclosed as **Exhibit A** to the Complaint, which has been used by Defendant to create the false perception that Guzman has consented or agreed to promote, advertise, market and/or endorse One 11, or is a dancer/entertainer working at One 11.

36. As set forth in **Exhibit A**, on May 15, 19, June 13, and 16 of 2023 Defendant used Guzman's image on its Facebook page to advertise its "Fridays Latin Party" events by placing her image prominently on the promotional flyer. Defendant also used Guzman's image to promote and market "Latin Night every Friday night," DJ performances, free alcohol, bottle specials, beer buckets, free admission, various music genres, and a birthday party. The caption next to Guzman's image also provided, "hope to see everyone there."

37. Guzman image was used without her consent and engineered to give the impression that she was either working as a dancer/entertainer at One 11 and/or that she endorses One 11.

38. Guzman has never been employed by One 11 or contracted with One 11 to participate in any events at One 11.

39. Guzman has never been hired by One 11 or contracted with One 11 to advertise, promote, market, or endorse One 11.

40. One 11 never sought permission or authority to use Guzman's image, likeness and/or identity to advertise, promote, market, or endorse One 11.

41. Guzman never gave permission, or assigned, licensed or otherwise consented to One 11 using her image, likeness or identity to advertise, promote, market, or endorse One 11.

42. One 11 neither offered nor paid any remuneration to Guzman for the unauthorized use of her image, likeness and/or identity.

43. Upon information and belief, One 11's improper use of Guzman's image, likeness and/or identity described herein permitted, encouraged, or facilitated other persons, firms, and entities to further utilize and misappropriate Guzman's images, likeness and identity in their market activities and business. In doing so, One 11 has further damaged Guzman.

***Plaintiff Antje Utgaard***

44. Utgaard is a well-known professional model, actress, and producer. Utgaard appeared in numerous films and television shows including "The Charisma Killers," "Inside Men," "Miss/Match," "Mob Town," "Better Daze," in a music video with Drake, "Sable," "Best Sheep," "Olivia's Routine," and hosted numerous shows on some of the largest television networks such as CBS. Utgaard has also graced the covers of some of the most prominent magazines such as *Maxim*, *Playboy*, *QP* and has been featured in *Esquire*, *Sports Illustrated*, and dozens more. Utgaard was dubbed, "A Gift from the Instagram Gods" by *Maxim* and "The Next Kate Upton" by *Playboy* and *Daily Mail*. Utgaard also has 7,000,000 social media followers.

45. In all instances of commercial marketing and promotion of her image, likeness, or identity by third parties, Utgaard negotiated and expressly granted authority for such use pursuant to agreed-upon terms and conditions and for agreed-upon compensation.

46. Utgaard's image, likeness and/or identity is depicted in at least one (1) advertisement and one (1) promotion enclosed as **Exhibit B** to the Complaint, which has been used by Defendant to create the false perception that Utgaard has consented or agreed to promote, advertise, market and/or endorse One 11, or is a dancer/entertainer working at One 11.

47. As set forth in **Exhibit B**, on November 21, 2021, Defendant used Utgaard's image on its Facebook page to advertise its "Santa-Con" event by placing her on the promotional

flyer alongside holiday graphics and event details. Defendant also used Utgaard's image to promote free drink tickets, superimposed its logo onto Utgaard's hat, and inserted a caption next to her image that read, "Kick Off the Holidays with Us."

48. Utgaard image was used without her consent and engineered to give the impression that she was either working as a dancer/entertainer at One 11 and/or that she endorses One 11.

49. Utgaard has never been employed by One 11 or contracted with One 11 to participate in any events at One 11.

50. Utgaard has never been hired by One 11 or contracted with One 11 to advertise, promote, market, or endorse One 11.

51. One 11 never sought permission or authority to use Utgaard's image, likeness and/or identity to advertise, promote, market, or endorse One 11.

52. Utgaard never gave permission, or assigned, licensed or otherwise consented to One 11 using her image, likeness or identity to advertise, promote, market, or endorse One 11.

53. One 11 neither offered nor paid any remuneration to Utgaard for the unauthorized use of her image, likeness and/or identity.

54. Upon information and belief, One 11's improper use of Utgaard's image, likeness and/or identity described herein permitted, encouraged, or facilitated other persons, firms, and entities to further utilize and misappropriate Utgaard's images, likeness and identity in their market activities and business. In doing so, One 11 has further damaged Utgaard.

**Plaintiffs' Causes of Action Against Defendant**

**COUNT I - VIOLATION OF FLA. STAT. § 540.08 – UNAUTHORIZED PUBLICATION OF IMAGE, LIKENESS AND/OR IDENTITY**

55. Plaintiffs have a statutory right of publicity under Section 540.08, Florida Statutes.

56. Section 540.08, Florida Statutes, provides that: “[n]o person shall publish, print, display or otherwise publicly use for purposes of trade or for any commercial or advertising purpose the name, portrait, photograph, or other likeness of any natural person without the express written or oral consent to such use.”

57. Despite the clear language of Section 540.08, Defendant used Plaintiffs’ images, likeness and/or identity on Defendant’s social media, among others, to promote, advertise and market One 11.

58. Defendant never sought permission nor authority to use Plaintiffs’ images, likeness and/or identity to advertise, promote, market or endorse One 11.

59. Plaintiffs have never consented, permitted, assigned, licensed, or otherwise agreed to Defendant’s use of Plaintiffs’ images, likenesses and/or identity to advertise, promote, market or endorse One 11.

60. Defendant intentionally or, at a minimum, recklessly published, printed, displayed, or otherwise publicly disseminated or used Plaintiffs’ images, likeness and/or identity without Plaintiffs’ express written or oral consent, for purposes of trade or for other commercial or advertising purposes as detailed in this Complaint.

61. Defendant had actual or constructive knowledge of the wrongfulness of its conduct and acted with intent or with reckless disregard to deprive Plaintiffs of a property interest during the entire time period in which the unauthorized use took place.

62. At a minimum, Defendant’s conduct was so reckless or wanton in care that it constituted a conscious disregard of or indifference to Plaintiffs’ rights.

63. Alternatively, Defendant acted negligently towards Plaintiffs in using and disseminating, without authority, Plaintiffs’ images, likenesses and/or identity on

Defendant's social media to promote, advertise and market One 11.

64. Defendant has also damaged Plaintiffs as a direct and proximate result of its unauthorized use of Plaintiffs' images, likenesses and/or identity without compensating Plaintiffs.

**WHEREFORE**, Plaintiffs respectfully request judgment against Defendant for all remedies available under Fla. Stat. §540.08, including but not limited to, both actual loss and damages, costs, interest, royalties, and restitution of Defendant's unlawful proceeds, including Defendant's profits and other relief deemed just and proper by this Court.

**COUNT II - COMMON LAW INVASION OF PRIVACY – MISAPPROPRIATION**

65. Plaintiffs have a common law right to privacy.

66. Defendant may not publish, print, display or publicly use for purposes of trade or for any commercial or advertising purpose the name, portrait, photograph, or other likeness of Plaintiffs without express written or oral consent to such use.

67. Defendant published, printed, displayed and/or publicly used Plaintiffs' images, likenesses and/or identity on Defendant's social media, among others, for purposes of trade and/or commercial advertising including, but not limited to, promoting, advertising and marketing One 11.

68. Defendant took these actions without Plaintiffs' permission, consent or authority.

In fact, Defendant never sought permission nor authority to use Plaintiffs' images, likenesses and/or identity to advertise, promote, market or endorse One 11.

69. Plaintiffs have never consented, permitted, assigned, licensed, or otherwise agreed to Defendant's use of their images, likenesses and/or identity to advertise, promote, market or endorse One 11.

70. Defendant intentionally or, at a minimum, recklessly, published, printed, displayed, or otherwise publicly disseminated or used Plaintiffs' images, likenesses and/or identity without Plaintiffs' express written or oral consent, for purposes of trade or for other commercial or advertising purposes as detailed in this Complaint.

71. Defendant had actual or constructive knowledge of the wrongfulness of its conduct and acted with intent or reckless disregard to deprive Plaintiffs of a property interest during the entire time period in which the unauthorized use took place.

72. At a minimum, Defendant's conduct was so reckless or wanton in care that it constituted a conscious disregard of or indifference to Plaintiffs' rights.

73. Alternatively, Defendant acted negligently towards Plaintiffs in using and disseminating, without authority, Plaintiffs' images, likenesses, and/or identity on Defendant's social media to promote, advertise and market One 11.

74. Defendant has also damaged Plaintiffs as a direct and proximate result of its unauthorized use of Plaintiffs' images, likenesses and/or identity without compensating Plaintiffs.

**WHEREFORE,** Plaintiffs respectfully request judgment against Defendant for all remedies available under a claim of misappropriation including, but not limited to, actual damages, costs, interest, and restitution of Defendant's unlawful proceeds, including Defendant's profits and other relief deemed just and proper by this Court.

### **COUNT III - CONVERSION**

75. Plaintiffs are, and at relevant times were, the exclusive owners of all rights, title, and interest to their respective images, likenesses and/or identity unlawfully converted by Defendant for its own commercial benefit.

76. Plaintiffs have, and for all times relevant herein had, an intangible property interest in their respective images, likenesses and/or identity unlawfully converted by Defendant for its own commercial benefit.

77. By its acts and conduct alleged above, Defendant has converted Plaintiffs' property rights, including without limitation, Plaintiffs' images, likenesses and/or identity for Defendant's use and wrongful disposition for financial gain.

78. Plaintiffs are informed and believe, and on such information, allege that Defendant has continued to exercise ownership illegally and unlawfully of said property, through it rightfully belongs to Plaintiffs.

79. Plaintiffs are informed and believe, and on such information, allege that Defendant has refused to return Plaintiffs' property to them or pay for the deprivation of that property.

80. As a result, Plaintiffs have suffered compensatory and exemplary damages to be determined according to proof at trial; but Plaintiffs allege that the same are within the jurisdiction of the Court.

81. Further, Plaintiffs are informed and believe and thereon allege that in engaging in the conduct described above, Defendant acted with oppression and/or malice. Defendant's conduct has been despicable and taken in conscious disregard of Plaintiffs' rights.

**WHEREFORE**, Plaintiffs respectfully request this Court to issue a judgment against Defendant and for all remedies available under the common law claim for conversion, including but not limited to actual damages, costs, interest, and restitution of Defendant's unlawful proceeds, including Defendant's profits and other relief deemed just and proper by this Court.

#### **COUNT IV - UNJUST ENRICHMENT**

82. Plaintiffs have conferred a benefit upon Defendant by virtue of Defendant's usage of Plaintiffs' images, likenesses and/or identity without compensation.

83. Defendant was aware that Plaintiffs' images, likenesses and/or identity were valuable.

84. Defendant was aware of the resulting benefit from the usage of Plaintiffs' images, likenesses and/or identity.

85. Defendant has retained profits and other benefits conferred upon it by using Plaintiffs' images, likenesses and/or identity to promote and advertise One 11.

86. It would be inequitable for Defendant to retain the benefits conferred upon it by using Plaintiffs' images, likenesses and/or identity without paying fair value for the images.

**WHEREFORE**, Plaintiffs respectfully request that the Court issue a judgment against Defendant for damages, including but not limited to actual damages, costs, interest, restitution of unlawful proceeds, including Defendant's gross profits and such other and further relief in law or equity as this Court deems just and proper.

**PRAYER FOR RELIEF**

**WHEREFORE**, each Plaintiff individually respectfully prays that this Court grant Judgment to each Plaintiff, respectively, and against Defendant, in an amount to be determined at trial aggregated across all Plaintiffs and as follows:

1. For damages as provided in Fla. Stat. §540.08;
2. For general damages according to proof;
3. For special damages according to proof;
4. For consequential damages according to proof;
5. For royalties at the legal rate;
6. For such other relief as this Court deems just and proper; and
7. Plaintiffs request a jury trial.

Dated: November 18, 2025.

Respectfully Submitted,

THE CASAS LAW FIRM, P.C.

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*Attorney for Plaintiffs*

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**EXHIBIT A**

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**One11 Boca**  
May 15, 2023 · 🌐

1

Like Comment

**No comments yet**  
Be the first to comment.

Write a comment...

Tuesday, November 18, 2025  
Tue 2:19 PM (Local time)



Search Facebook

Events

Search Events

Home

Your Events

Notifications

Create new event

Recommended events

Tomorrow at 7 PM

See all



19

Friday, May 19, 2023 at 8 PM - 2 AM

LATIN NIGHT every Friday

One11 Boca

About Discussion

RECENT ACTIVITY

One11 Boca created an event May 15, 2023



Fr., May 19, 2023

LATIN NIGHT every Friday

Boca Raton

33 people interested

Like

Comment



Write a comment...



Details

38 people responded

Event by One11 Boca

One11 Boca

Duration: 6 hr

Public - Anyone on or off Facebook

ONE11 presents LATIN NIGHT every Friday Night Ladies in free all night 2 DJs playing the best Salsa merengue, Bachata and top 40 music all night long for rsvp or table call 561-465-3381 # check us out on OpenTable. See less

Dance Boca Raton, Florida

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One11 Boca  
June 13, 2023

Like Comment



No comments yet  
Be the first to comment.

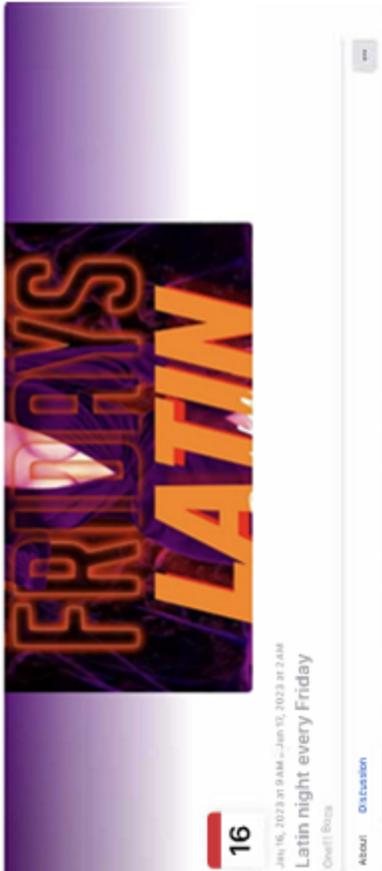
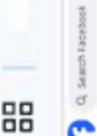
Write a comment...

Tuesday, November 18, 2025

Tue 1:42 PM (Local time)

1:42 PM  
11/18/2025

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16  
JAN 16, 2023 AT 8AM - JAN 15, 2023 AT 2AM  
Latin night every Friday  
Oswell Beca

About Discussion

RECENT ACTIVITY

Hidden

Add the person below to your hidden list.

Show on Open 130 days

Report post

We won't let Oswald Beca know who reported this.

Content preferences

Oswell Beca created an event

Jan 15, 2023



Jan 16, 2023

Latin night every Friday

1 person went

Like

Comment

Jay Daniels

MUST BE 21+ TO ENTER. NO SHIRT. DUTCH!

Like Reply

WETA COMMENT

Details

10 people responded

Event by Oswell Beca

Open 130 days

Duration: 17 hr

Post - Anyone on or off Facebook

Latin night every Friday/night this Friday night is a birthday celebration of Sam's birthday party doors open at 8pm hope to see everyone there. For more info or info call 561-653-3181.

Done

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**EXHIBIT B**

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This photo is from a post. View post

One11 Boca  
November 21, 2021

Like Comment Share



No comments yet  
Be the first to comment.

Write a comment... [comment icons]