



IN THE CIRCUIT COURT OF THE  
15TH JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

NOAH SPRINGER, derivatively on behalf of  
PICKLE PRO LABS, LLC, and  
NOAH SPRINGER, individually,

Plaintiffs,

Case No.:

v.

JILL A. ZARIN, and  
GARY BRODY,  
GNG ENTERPRISES FL, LLC,

Defendants.

COMPLAINT

Plaintiffs, NOAH SPRINGER, derivatively on behalf of PICKLE PRO LABS, LLC (“Pickle Pro”) and NOAH SPRINGER, individually as a minority member of Pickle Pro (“Springer”) (collectively “Plaintiffs”), by and through the undersigned counsel, hereby file this Complaint (“Complaint”) against Defendants, Jill A. Zarin (“Zarin”) Gary Brody (“Brody”), and GNG Enterprises FL, LLC (“GNG”) (collectively “Defendants”), and allege as follows:

**JURISDICTION, VENUE AND PARTIES**

1. This is a derivative action for injunctive relief, breach of fiduciary duty, usurpation of corporate opportunity, misappropriation of corporate funds, conversion, accounting, unjust enrichment, and Failure to Make Distribution.

2. At all material times, Pickle Pro, was and is a Delaware Limited Liability Company, licensed to conduct business in the State of Florida, conducting business in the County of Palm Beach, with a principal address located at 3811 Coventry Lane, Boca Raton, Florida 33496, and is otherwise *sui juris*.



3. At all material times, Plaintiff, Noah Springer, was and is an individual member of Pickle Pro Labs, LLC, was a resident of the State of Massachusetts prior to March 2025, has been residing in the State of Florida, Palm Beach County, since, and is otherwise *sui juris*.

4. At all material times, Defendant, Jill A. Zarin, was and is a member who has a residence in the state of Florida, conduct business in the State of Florida, Palm Beach County, and is otherwise *sui juris*.

5. At all material times, Defendant, Gary Brody, was and is a manager of Pickle Pro who has a residence in the State of Florida, conducts business in the State of Florida, Palm Beach County, and is otherwise *sui juris*.

6. At all material times, Defendant, GNG, was and is a Florida Limited Liability Company, licensed to conduct business in the State of Florida, conducting business in the County of Palm Beach, with a principal address located at 3811 Coventry Ln, Boca Raton, Florida 33496, and is otherwise *sui juris*.

7. Venue is proper in Palm Beach County, State of Florida, pursuant to Florida Statute § 47.051, as at least one Defendant against which this action is brought against has an agent and/or representative in this County, and/or reside within the County and/or Plaintiffs' action accrued in this County.

8. A member may bring a "derivative action" on behalf of Pickle Pro to enforce the right of same under Florida Statute § 605.0802.

9. The Plaintiffs have employed the undersigned counsel and DarrowEverett, LLP law firm in connection with this matter and have obligated themselves to pay said lawyers a reasonable fee for their services and to reimburse counsel for expenses in connection therewith.

10. All condition precedents to this filing and to maintain this action have been met, waived, and/or satisfied.

## FACTUAL ALLEGATIONS



11. On or about December 12, 2022, Springer and JAABAAR Sporting Venue Corp, LLC, owned by Jill A. Zarin, registered a company, Pickle Innovation Studios, LLC (“PIS”). Springer invested Five Hundred Thousand Dollars (\$500,000.00).

12. Springer and Zarin were, and currently are, members of Pickle Pro. Defendants, Zarin and Brody, were, and are the current managers of Pickle Pro. Springer has a twenty-five percent (25%) ownership interest in Pickle Pro.

13. Pickle Pro Labs, LLC is a Delaware Limited Liability Company registered on or about February 20, 2024.

14. Springer initially invested the amount of Five Hundred Thousand Dollars (\$500,000.00) in Pickle Pro, transferred from PIS, and entrusting Defendants, and particularly Zarin, to act on behalf of Pickle Pro and in the best interest of same.

15. Throughout the existence of Pickle Pro, Springer advanced funds and business expenses to same while providing services and labor, and for which he was entitled to reimbursement of such amounts. Defendants, Zarin and Brody, despite Springer’s requests for reimbursement of his business expenses and labor, failed to provide same to Springer.

16. As per the agreement between Springer and Defendants, Zarin and Brody, Springer was to be paid the amount of Five Thousand Dollars (\$5,000.00) per month for services and work provided to Pickle Pro and/or on behalf of same.

17. On or about May 2024, Defendants ceased to provide payment to Springer.

18. Brody and/or Zarin have been, without authorization and abusing their position of trust, using Pickle Pro’s corporate funds, including funds invested by Springer, to pay personal expenses, including but not limited to Brody’s monthly insurance—Blue Cross Shield— payments, in the amount of Seven Hundred Dollars (\$700.00) per month. Based on information and belief, Defendants have been diverting funds invested by Springer for their personal benefit and personal use.



19. Pickle Pro, in conducting its business, conceived, researched, engineered, funded, and developed, a machine named “Go-No-Go” (“Machine”), using the knowledge, funds, resources, and time of Pickle Pro and Springer.

20. On or about May 19, 2025, Brody and Zarin opened and registered a third-party company, GNG Enterprises FL, LLC.

21. To Plaintiffs’ knowledge, Defendants, Zarin and Brody, through GNG, have been, and are currently licensing, selling, manufacturing, marketing, offering for sale and/or trading the Machine, and/or the associated trade secrets and/or intellectual property (“Pickle Pro Property”) developed by Pickle Pro. Defendants are doing so without the authorization and/or approval of Pickle Pro, and to the detriment of same.

22. By trading, licensing, marketing and/or selling Pickle Pro Property, Defendants are depriving Pickle Pro from business opportunities and are misappropriating property which is entirely owned by Pickle Pro. Such practice by Defendants further damages Pickle Pro, as the dissemination of Pickle Pro Property by a third-party company, without authorization and/or reasonable compensation, damages and lowers the value of Pickle Pro and its intellectual property and/or trade property.

23. To Plaintiffs’ knowledge, the sole purpose of GNG, opened and managed by the Defendants, was to divert business opportunities from Pickle Pro, divert the commercialization of the Machine, associated profits and/or opportunities of same, and gain personal benefits from the use of Pickle Pro Property while depriving Plaintiffs with the benefits of such transactions and commercialization.

24. GNG is actively marketing the Machine, and are employing individuals which, at the time of developing the Machine, were working with Springer in developing and improving same. Defendants actively present themselves as the owner of the Machine.

25. Defendants, Zarin and Brody, have additionally blocked Springer’s access to any of Pickle Pro’s accounts by blocking and/or deleting his corporate email address, with the intent to prevent Springer



from being aware of their actions—and consequently, their adverse actions to Pickle Pro and remaining members.

**DERIVATIVE ACTION PURSUANT TO FLA. STAT. §605.0802**

26. Plaintiff, Noah Springer is a member of Pickle Pro Labs, LLC. Plaintiff brings this action derivatively on behalf of and for the benefit of Pickle Pro to redress injuries suffered, and to be suffered, by it as a result of Defendants' breaches of fiduciary duties, misappropriation and conversion of corporate funds, property, and assets, usurpation of corporate opportunities, unjust enrichment, and diversion of business opportunities from Pickle Pro for their personal gain.

27. Plaintiff Noah Springer has owned his interest in Pickle Pro at all relevant times and continue to own such interest in Pickle Pro.

28. This is not a collusive attempt to confer jurisdiction on this Court that it would not otherwise have.

29. Plaintiff, Noah Springer, will fairly and adequately represent the interests of Pickle Pro in enforcing and prosecuting its rights and has retained competent counsel experience in derivative litigation to enforce and prosecute this action.

**COUNT I**  
**INJUNCTIVE RELIEF**

*[PLAINTIFFS against ZARIN, BRODY, and GNG]*

30. Plaintiffs reallege and incorporate by reference paragraph 1 through 29 as if fully set forth herein.

31. This is an action seeking injunctive relief against Defendants.

32. Springer is a minority member of Pickle Pro, a Delaware Limited Liability Company.

33. Defendants, at all material times, were and are the managers of Pickle Pro.

34. Under Florida Statute, Defendants, as managers of Pickle Pro, owe a fiduciary duty to Pickle Pro and its members, including duties of loyalty and care.



35. On or about May 19, 2025, Zarin and Brody opened and registered GNG, without advising Springer, for the purpose of licensing, selling, manufacturing, marketing, offering for sale and/or trading the Machine, and/or Pickle Pro Property, without the proper authorization and agreements in place with Pickle Pro, and for the sole purpose of depriving Plaintiffs from the business opportunities related to the Machine, and thus depriving Plaintiff from the benefits of same.

36. Defendants, Zarin and Brody, have breached their duties by misappropriated Pickle Pro Property, funds and other assets. Zarin and Brody further mismanaged Pickle Pro, diverted Pickle Pro's business opportunities without authorization, and to the detriment of Pickle Pro, resulting in Pickle Pro suffering damages, being deprived of business opportunities and associated profits.

37. Pickle Pro has a substantial likelihood of success on the merits of its claims against Defendants for breach of fiduciary duty.

38. The fiduciary relationship between Zarin and Brody, and Pickle Pro is established under Florida law, including Fla. Stat. §605.04091, due to their role of manager of Pickle Pro.

39. Defendants' misappropriation of Pickle Pro Property, Pickle Pro's funds, business opportunities, diversion and dissemination of assets, constitute breaches of the duties of care and loyalty owed by Zarin and Brody to Pickle Pro.

40. Pickle Pro will suffer irreparable harm absent injunctive relief. The continuous loss of business opportunities diverted to GNG cannot be adequately remedied by monetary damages because the loss of business opportunities is not readily recoverable. The diminution of Pickle Pro's value caused by the misappropriation of funds and assets is ongoing, and affects the nature and value of Pickle Pro, and will fundamentally affect the value of Springer's membership interest.

41. As a minority member, Springer does not have the ability to prevent Defendants' ongoing misconduct through ordinary governance mechanisms.

42. Pickle Pro does not have the ability to prevent Defendants' ongoing misconduct and diversion of business opportunities through ordinary governance mechanisms.



43. The threatened injury against Plaintiffs outweighs any harm to Defendants from the issuance of an injunction. The burden on Defendants would be minimal, as Zarin and Brody would simply be required to comply with their legal obligations as managers and comply with their fiduciary duties, while GNG would simply be prevented from benefiting from improper business.

44. In contrast, the harm to Plaintiffs from the continued misconduct as established therein would be substantial and ongoing, including the deprivation of distribution, diminution of the value of the membership interest, erosion of Pickle Pro's value, dissemination of Pickle Pro Property, and loss of business opportunities and profits derived thereof.

45. The issuance of the sought injunction would not disservice the public interest, as it seeks to enforce the fiduciary duties imposed under Florida law on managers of limited liability companies, and protect Springer, as a minority members from exploitation and thus, would serve the public interest and comply with the intent of Florida Statute §605.04091, in maintaining fair and honest business practices.

46. At this time, Plaintiffs lack an adequate remedy at law and monetary damages cannot immediately remedy the ongoing issues, including but not limited to loss of business opportunities, continued diminution of Pickle Pro's value—and consequently Springer's interest—and/or the future breaches that will occur absent action of this Court and injunctive relief. The difficulty in calculating damages from Defendants' ongoing actions, including diversion of assets, Pickle Pro Property, business opportunities and profits issues thereof, makes an injunctive relief the appropriate remedy.

47. The prospective injury from Defendants' conduct, actions, breaches, misappropriation and dissemination is ongoing, imminent and probable, as Defendants are currently engaged in such conduct and/or actions, and have shown no indication of ceasing such conduct. Plaintiffs have attempted to amicably resolve such issues, to no success and no avail.

48. This relief is sought by Plaintiffs both preliminarily and permanently, to preserve the status quo pending the final resolution of this action and to permanently protect Plaintiffs from Defendants' continuance of the improper business activities, and Zarin and Brody's breaches of fiduciary duties.



WHEREFORE Plaintiffs, Noah Springer, derivatively on behalf of Pickle Pro Labs, LLC and individually, hereby respectfully request this Honorable Court to enter an Order granting a preliminary injunctive relief, and subsequently a permanent injunctive relief at the conclusion of this action, as follows:

- a. Enjoining Defendants, agents, representatives, employees and/or all persons in active concert or participation with them, from further diverting Pickle Pro's assets and business opportunities, including to GNG or any other entities and/or individuals;
- b. Enjoining Zarin and Brody from further misappropriating Pickle Pro's funds and/or transferring assets and/or funds for their own benefits and/or for the benefits of entities in which they have financial and/or ownership interest;
- c. Requiring Zarin and Brody to provide a full and complete accounting of any and all Pickle Pro's transactions;
- d. Requiring Defendants to restore and/or to put in a trust, any and all benefits, profits and/or revenue derived from the diverted Pickle Pro Property;
- e. Enjoining Defendants from licensing, selling, manufacturing, marketing, offering for sale and/or trading the Machine and/or Pickle Pro Property;
- f. Requiring Defendants to provide a complete accounting of any and all GNG's transactions related to the Machine; and
- g. Such any and all other relief this Court may deem just and proper.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY**

[NOAH SPRINGER, derivatively on behalf of PICKLE PRO against ZARIN AND BRODY]

49. Noah Springer, derivatively on behalf of Pickle Pro, realleges and incorporates by reference paragraph 1 through 5 and 7 through 27 as if fully set forth herein.

50. At all material times, Zarin and Brody, were, and are, managers of Pickle Pro.

51. As managers of Pickle Pro, Zarin and Brody, each owed a fiduciary duty of loyalty and care to Pickle Pro. *See* Fla. Stat. §605.04091.



52. The duty of care includes an obligation to perform their corporate duties with such care as an ordinarily prudent person in an alike position would exercise under similar circumstances.

53. The duty of loyalty owed by Zarin and Brody as managers of Pickle Pro, includes but is not limited to duty of due care, to manage and/or keep Pickle Pro's information confidential and to refrain from using Pickle Pro's information inappropriately. It further includes the duty to act in the best interest of the Pickle Pro and not to use the position of trust for personal gain and/or benefit, including fair dealing with Pickle Pro, refraining from competing with Pickle Pro, and disclosing and/or accounting to the Pickle Pro, and holding as a trustee, for any profits derived from the appropriation of Pickle Pro's opportunity(ies). *See Fla. Stat. §605.04091(2).*

54. Defendants, Zarin and Brody, breached their duty of care in multiple ways, including but not limited to the following:

- a. Misappropriating Pickle Pro's funds by using same for personal expenses;
- b. Failure to make distribution to all members pursuant to the percentage of ownership;
- c. Opening GNG, a third-party company, for the purposes of selling, marketing, licensing and/or trading the Machine conceived, researched, engineered, funded, and developed by Pickle Pro, without any agreement in place between Pickle Pro and GNG, and without the knowledge of Pickle Pro's members;
- d. Diverting to GNG the commercialization of the Machine, the related profits and/or the opportunity of same;
- e. Appropriating Pickle Pro's opportunity and competed with and/or dealt adversely to Pickle Pro in connection with Pickle Pro's business and property;
- f. Lowering the valuation of Pickle Pro by disseminating Pickle Pro Property, including intellectual property and trade secret; and



- g. Derived an improper personal benefit, through GNG, from the use of Pickle Pro Property, with the intent to deprive other members, and Pickle Pro, from the benefit of such transactions.

55. As a direct and proximate result of Zarin and Brody's breach of fiduciary duty of care, loyalty and to manage and/or keep Pickle Pro's information confidential and to refrain from using Pickle Pro's information inappropriately, Pickle Pro has suffered damages, including but not limited to, loss of valuation, loss of business opportunities, and loss of revenue.

WHEREFORE Noah Springer, derivatively of behalf Pickle Pro, respectfully requests that this Court enters a judgment against Defendants, Jill A. Zarin and Gary Brody, for all damages suffered by Pickle Pro, interest, attorney's fees and costs and any and all other relief this Court deems just and proper.

**COUNT III**  
**USURPATION OF CORPORATE OPPORTUNITY**

*[NOAH SPRINGER, derivatively on behalf of PICKLE PRO against ZARIN AND BRODY]*

56. Noah Springer, derivatively on behalf of Pickle Pro, realleges and incorporates by reference paragraph 1 through 27 as if fully set forth herein.

57. At all material times to this lawsuit, Zarin and Brody were and are managers of Pickle Pro.

58. Zarin and Brody, as managers of Pickle Pro, were prohibited from exploiting, for their own benefit and profit, a beneficial opportunity that belonged to Pickle Pro.

59. Pickle Pro is a valid and existing Delaware Limited Liability Company which was registered on or about February 20, 2024, and is licensed to conduct business in the State of Florida.

60. Pickle Pro, using its knowledge, funds, resources and time, conceived, researched, engineered, funded and/or developed the Machine.

61. Pickle Pro had, and has, the resources and/or opportunities to market, manufacture, sell and/or license the Machine to the public and/or third-party private entities.



62. The sale, manufacture, marketing and/or licensing fits within Pickle Pro's activities and business connections. Pickle Pro developed the Machine for the purpose of selling, marketing and/or licensing the Machine and thus profit of same.

63. Zarin and Brody, who had access to Pickle Pro Property and Machine due to their position as managers, opened GNG, a third-party company, for the purposes of selling, marketing, licensing and/or trading the Machine and related intellectual property and trade secrets.

64. GNG does not have an existing and/or disclosed agreement with Pickle Pro concerning the Machine, and no disclosure was made to the remaining members of Pickle Pro as to GNG's dealings with the Machine.

65. The commercialization of the Machine, including but not limited to the sale, marketing, licensing and/or trading of same, constitutes a business opportunity that fits Pickle Pro's current activities and purpose.

66. By forming and operating GNG to exploit, profit, and benefit from the Machine without an active agreement with Pickle Pro, and without associated compensation and benefit to Pickle Pro, Zarin and Brody, via GNG, seized for themselves an opportunity that belonged to Pickle Pro and placed their self-interest and self-benefit before Pickle Pro's, in conflict with its interest in exploiting its own Machine.

67. As a direct and proximate result of Zarin and Brody's actions, conduct and usurpation, Pickle Pro suffered damages including but not limited to not receiving profits from GNG, the profits from the sale, trade, marketing and or licensing of the Machine by GNG, and is losing business opportunities.

WHEREFORE Noah Springer, derivatively on behalf of Pickle Pro, demands judgment against Defendants, Jill A. Zarin and Gary Brody, for all relief available at law and in equity from Zarin and Brody's usurpation of Pickle Pro's business opportunities, including but not limited to damages, disgorgement of profits and benefits obtained through the usurpation, and any and all other relief this Court may deem just and proper.

#### **COUNT IV**



### **MISAPPROPRIATION OF FUNDS OR ASSETS**

[*NOAH SPRINGER, derivatively on behalf of PICKLE PRO against ZARIN AND BRODY*]

68. Noah Springer, derivatively on behalf of Pickle Pro, realleges and incorporates by reference paragraph 1 through 5 and 7 through 27 as if fully set forth herein.

69. At all material times, Zarin and Brody were managers of Pickle Pro.

70. Zarin and Brody, as managers of Pickle Pro, had the obligations to account to Pickle Pro, and hold as trustee any property, profit, and/or benefits derived from Pickle Pro's business and/or from the use of Pickle Pro Property, as well as from refraining from competing with Pickle Pro.

71. Zarin and Brody, in their role as managers, and abusing of their position and trust, misappropriated Pickle Pro Property, misappropriated the benefits issued from the use and exploitation of Pickle Pro Property, and misappropriated corporate funds by using Pickle Pro's funds for their personal benefits.

72. Zarin and Brody further misappropriated Pickle Pro's assets and opportunities to be diverted by opening a third-party company, GNG, to sell, marketing, license and/or trade the Machine, for the sole purpose of same.

73. Such actions and conduct, Zarin and Brody failed to account to Pickle Pro and failed to hold as trustee property, profits and benefits derived from the use of Pickle Pro Property and from conduct of its business.

74. As a direct and proximate result of Zarin and Brody's misappropriation, Pickle Pro has not received profits from the exploitation of the Machine and the associated business opportunities, and suffered damages and loss of corporate funds by Defendants' usage of the corporate funds for their personal use.

WHEREFORE Noah Springer, derivatively on behalf of Pickle Pro, demands judgment against Defendants, Jill A. Zarin and Gary Brody for compensatory damages, disgorgement of all misappropriated funds and benefits, an accounting, and such other relief this Court may deem just and proper.

### **COUNT V** **CONVERSION**



[NOAH SPRINGER, derivatively on behalf of PICKLE PRO against DEFENDANTS]

75. Noah Springer, derivatively on behalf of Pickle Pro, realleges and incorporates by reference paragraphs 1 through 27 as if fully set forth herein.

76. At all material times, Zarin and Brody were managers of Pickle Pro and were entrusted with the management of Pickle Pro's funds, property, and business operations.

77. Pickle Pro is the rightful owner of certain funds, intellectual property, trade secrets, and other property, including the Machine and associated Pickle Pro Property.

78. GNG was opened by Zarin and Brody on or about May 19, 2025, for the sole purpose of selling, marketing, licensing, and/or trading the Machine and/or associated Pickle Pro Property.

79. Zarin and Brody, without authorization, wrongfully exercised dominion and control over Pickle Pro's funds and property in a manner inconsistent with Pickle Pro's rights of ownership, including but not limited to using corporate funds for personal expenses and diverting Pickle Pro Property, including the Machine and associated intellectual property and trade secrets, to GNG for Defendants' personal benefit.

80. Defendants' exercise of dominion and control over Pickle Pro's property was unauthorized, wrongful, and inconsistent with Pickle Pro's ownership rights.

81. As a direct and proximate result of Defendants' conversion, Pickle Pro has suffered damages, including but not limited to the loss of corporate funds, the loss of value of the Machine and Pickle Pro Property, and the loss of revenue and business opportunities.

WHEREFORE Noah Springer, derivatively on behalf of Pickle Pro, demands judgment against Defendants, Jill A. Zarin, Gary Brody, and GNG Enterprises FL, LLC, for compensatory damages, the return of all converted property, disgorgement of benefits, and such other relief this Court may deem just and proper.

**COUNT VI**  
**ACCOUNTING**

[NOAH SPRINGER, derivatively on behalf of PICKLE PRO against ZARIN and BRODY]



82. Noah Springer, derivatively on behalf of Pickle Pro, realleges and incorporates by reference paragraphs 1 through 5 and 7 through 27 as if fully set forth herein.

83. A fiduciary relationship existed, and continues to exist, between Zarin and Brody as managers of Pickle Pro, and Pickle Pro.

84. Zarin and Brody were entrusted with the management of Pickle Pro's finances, assets, and business operations, and were obligated to account for all transactions, funds, and property of Pickle Pro.

85. Zarin and Brody have diverted funds, assets, and business opportunities from Pickle Pro, used corporate funds for personal expenses, and operated GNG using Pickle Pro Property, all without proper authorization or disclosure.

86. Zarin and Brody have blocked Springer's access to Pickle Pro's corporate accounts and communications, preventing Springer from ascertaining the full extent of Zarin and Brody's conduct and the financial status of Pickle Pro.

87. The accounts between Zarin and Brody and Pickle Pro are so complicated that an adequate remedy is not available at law without a full accounting.

88. Pickle Pro is entitled to a full and complete accounting from Zarin and Brody of all funds, assets, property, profits, revenues, and transactions related to Pickle Pro and GNG.

WHEREFORE Noah Springer, derivatively on behalf of Pickle Pro, demands that this Court order Defendants, Jill A. Zarin and Gary Brody, to provide a full and complete accounting of all Pickle Pro funds, assets, transactions, profits, and revenues, including those related to GNG, and for such other relief this Court may deem just and proper.

**COUNT VII**  
**UNJUST ENRICHMENT**

*[NOAH SPRINGER, derivatively on behalf of PICKLE PRO against DEFENDANTS]*

89. Noah Springer, derivatively on behalf of Pickle Pro, realleges and incorporates by reference paragraphs 1 through 27 as if fully set forth herein.



90. Pickle Pro, through the investment and resources of its members, including Springer, conceived, researched, engineered, funded, and developed the Machine and associated Pickle Pro Property.

91. GNG was opened by Zarin and Bordy on or about May 19, 2025, for the sole purpose of selling, marketing, licensing, and/or trading the Machine and/or associated Pickle Pro Property.

92. Defendants have received and retained benefits derived from Pickle Pro's funds, property, and business opportunities, including but not limited to the use of corporate funds for personal expenses and the commercialization of the Machine through GNG.

93. Defendants had knowledge of, and voluntarily accepted, the benefits conferred upon them by Pickle Pro's funds, property, and business opportunities.

94. Under the circumstances, it would be inequitable for Defendants to retain the benefits derived from their unauthorized use of Pickle Pro's funds, property, and business opportunities without compensating Pickle Pro.

95. As a direct and proximate result of Defendants' unjust enrichment, Pickle Pro has suffered damages, including but not limited to the loss of funds, profits, and the value of diverted business opportunities.

WHEREFORE Noah Springer, derivatively on behalf of Pickle Pro, demands judgment against Defendants, Jill A. Zarin, Gary Brody, and GNG Enterprises FL, LLC, for disgorgement of all benefits unjustly retained, restitution, and such other relief this Court may deem just and proper.

**COUNT VIII**  
**FAILURE TO MAKE DISTRIBUTION**  
*[SPRINGER against ZARIN AND BRODY]*

96. Plaintiff, Springer, realleges and incorporates by reference paragraph 1 through 5 and 7 through 23 as if fully set forth herein.



97. At all material times, Zarin and Brody were the managers of Pickle Pro, and were entrusted with the management of same, as well as with the obligations associated with the position, including distribution to all members of Pickle Pro in accordance with their ownership interest.

98. Managers are required to cause distributions, when made, to be made properly and in accordance with framework under Florida Statute and Pickle Pro's governing documents.

99. Zarin and Brody, to the best of Springer's knowledge and belief, failed to make proper distribution to him in accordance with his twenty-five percent (25%) interest, while simultaneously making distributions to Zarin.

100. Zarin and Brody's failure to make proper distribution further occurred in the context of Zarin and Brody's misappropriation of Pickle Pro Property, of funds, mismanagement and diversion of assets and opportunities without proper benefit to Pickle Pro and consequently, Springer. Such actions deprive Springer from the benefit of proper distributions.

101. As a direct and proximate result of Zarin and Brody's failure to make proper distributions, Springer suffered damages in the form of loss of benefits and distribution.

WHEREFORE Plaintiff, Noah Springer, respectfully requests this Honorable Court to enter judgment against Defendants, Jill A. Zarin and Gary Brody, compelling Zarin and Brody to cause Pickle Pro to make proper distributions to Plaintiff, Springer, consistent with Florida Law and his ownership interest, damages in the amount to be proven at trial, pre and post judgment interest, costs and such other relief this Court may deem just and proper.

### **PUNITIVE DAMAGES**

Plaintiffs reserve the right to amend this Complaint to add punitive damages pursuant to Florida Statute §768.72.

### **DEMAND FOR JURY TRIAL**

Plaintiffs hereby request jury by trial on all causes of action in this Complaint which are so triable.



Dated: April 15, 2026.

Respectfully submitted,

**DARROWEVERETT LLP**

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