

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

CASE NO.:

DAVID ROBERTS, an individual,

Plaintiff,

v.

FRISBIE GROUP, LLC, a Florida
limited liability company; BONNIE
MISKEL, an individual; MISKEL
BACKMAN LLP, a Florida
partnership; A BETTER BOCA
RATON, a Florida political
committee,

Defendants.

COMPLAINT

Plaintiff, DAVID ROBERTS (hereinafter "Plaintiff"), by and through his undersigned counsel, hereby files this Complaint against Defendants, FRISBIE GROUP, LLC (hereinafter "FRISBIE"), BONNIE MISKEL (hereinafter "MISKEL"), MISKEL BACKMAN, LLP (hereinafter "MISKEL LAW FIRM"), and A BETTER BOCA RATON (hereinafter "BETTER BOCA") (the Defendants are referred to collectively from time-to-time as the "Defendants"), and as grounds thereof, states as follows:

JURISDICTION, PARTIES, AND VENUE

1. This is an action for damages in excess of Fifty Thousand Dollars (\$50,000.00), excluding costs, interest, and attorney's fees, and within the jurisdictional limits of this Court.
2. This action arises out of the Defendants' unauthorized and unlawful use of Plaintiff's name, identity, reputation, and professional goodwill in connection with a paid political

advertisement and promotional flyer for a meeting in support of the Boca Raton Government Campus Redevelopment project, also known as the One Boca project, and is brought pursuant to Fla. Stat. § 540.08, common-law misappropriation of name, defamation per se, defamation by implication, 15 U.S.C. § 1125(a), civil conspiracy, and aiding and abetting tortious conduct.

3. At all material times hereto, Plaintiff was a *sui juris* resident of Palm Beach County, Florida, and otherwise submits to the jurisdiction of this Court.

4. Defendant, FRISBIE, is a Florida limited liability company doing business in Palm Beach County, Florida, and is otherwise subject to the jurisdiction of this Court.

5. Defendant, MISKEL, is a *sui juris* resident of the State of Florida, committed tortious acts in Palm Beach County, Florida, and is otherwise subject to the jurisdiction of this Court.

6. Defendant, MISKEL LAW FIRM, is a partnership doing business in Palm Beach County, Florida, and is otherwise subject to the jurisdiction of this Court.

7. Defendant, BETTER BOCA, is a political committee organized under the State of Florida, conducting activities in Palm Beach County, Florida, and is otherwise subject to the jurisdiction of this Court.

8. All material acts giving rise to this claim have occurred in Palm Beach County, Florida giving this Court proper venue over this action.

9. Plaintiff has retained the undersigned counsel and is obligated to pay said counsel a reasonable fee for services rendered on his behalf.

10. All conditions precedent to this lawsuit have been met by Plaintiff or have been waived by Defendants.

FACTS

11. Plaintiff, David Roberts, is a highly respected member and resident of the Royal Palm Yacht & Country Club community in Boca Raton, Florida (hereinafter “Royal Palm”).

12. Plaintiff is a prominent real estate broker who has cultivated a valuable professional reputation and substantial goodwill within Royal Palm and the broader Boca Raton community. Plaintiff is a leading real estate broker within the local community, having sold hundreds of millions of dollars’ worth of real estate within Royal Palm.

13. The Boca Raton Government Campus Redevelopment project, also known as the One Boca project (the “One Boca Project”), was a proposed redevelopment and revitalization project concerning the government campus for the City of Boca Raton, Florida.

14. The One Boca Project was a contested and controversial local development issue within Boca Raton, including within Royal Palm.

15. Defendant, FRISBIE, is a real estate investment and development company specializing in acquisitions, asset management, design, construction management, sales, branding, marketing, and communications with respect to real estate assets.

16. FRISBIE held a significant economic interest in promoting and obtaining support for the One Boca Project by virtue of being awarded the bid to develop 7.8 acres of city-owned land, which included, among other things, the proposed development of a 1.1 million square foot mixed use project consisting of 120,000 square feet of office, a 30,000-square-foot grocery store, 180 hotel rooms, 947 residential units, and 2,100 parking spaces together with obtaining a 99-year lease to operate on the city-owned land.

17. Defendant, BETTER BOCA, is a political committee that was organized and operated to promote and obtain support for the One Boca Project.

18. Defendants MISKEL and MISKEL LAW FIRM were, upon information and belief, an attorney and law firm engaged to assist FRISBIE in pursuing, promoting, and obtaining support for the One Boca Project.

19. Defendants participated in, authorized, funded, approved, ratified, or materially assisted the preparation, approval, publication, and dissemination of a paid political advertisement and promotional flyer intended to promote an event in support of the One Boca Project and generate support for the One Boca Project.

20. Specifically, in or about February 2026, Defendants published and disseminated a flyer advertising a meeting in support of the One Boca Project to take place on March 3, 2026, at the Royal Palm Yacht & Country Club, 2425 W. Maya Palm Drive, Boca Raton, Florida 33432 (the “Flyer”). A copy of the Flyer is attached hereto as **Exhibit “A”**.

21. The Flyer was distributed, at a minimum, throughout the Royal Palm community.

22. The Flyer prominently stated “One Boca cordially invites you to join us for an evening” and invited recipients to “[l]earn about the proposed government campus revitalization.”

23. The Flyer identified the location of the meeting as the Royal Palm Yacht & Country Club, identified the meeting date and time as Tuesday, March 3, from 5:30 p.m. to 7:30 p.m., and stated that wine and hors d’oeuvres would be served.

24. The Flyer expressly identified the meeting as being “Hosted by: **David Roberts.**”

25. The Flyer further stated that it was a “Paid Political Advertisement Paid for by A Better Boca Raton.”

26. By identifying Plaintiff as a host of the meeting, the Flyer represented, expressly or by unmistakable implication, that Plaintiff was hosting, participating in, supporting, endorsing, approving, sponsoring, or otherwise affiliated with the meeting and the One Boca Project.

27. That representation was false.

28. Plaintiff never consented to the use of his name, identity, reputation, or goodwill in connection with the Flyer, the meeting, any of the Defendants, or the One Boca Project.

29. Plaintiff never agreed to host, speak at, participate in, attend, sponsor, support, approve, or endorse the meeting or the One Boca Project.

30. To the contrary, prior to the publication and dissemination of the Flyer, MISKEL, acting on behalf of the Defendants, contacted Plaintiff to request permission and consent to use his name in furtherance of the meeting.

31. Plaintiff unambiguously rejected that request and advised that he did not consent to the use of his name in connection with the meeting or the One Boca Project.

32. Plaintiff specifically expressed his lack of consent to MISKEL in a direct conversation prior to distribution of the Flyer.

33. Defendants, or one or more of them, were aware before the Flyer was published and disseminated that Plaintiff had not consented to the use of his name and had not agreed to host, participate in, support, approve, endorse, or affiliate himself with the meeting or the One Boca Project.

34. Notwithstanding Plaintiff's explicit refusal and lack of consent, Defendants published and disseminated the Flyer identifying Plaintiff as a host of the meeting.

35. Defendants' inclusion of Plaintiff's name in the Flyer was intended to suggest to recipients that Plaintiff had a connection, affiliation, endorsement, sponsorship, approval, or recognized role in connection with the meeting and the One Boca Project that did not in fact exist.

36. Defendants' use of Plaintiff's name was intended to bolster the perceived legitimacy, credibility, and community support for the meeting and the One Boca Project by falsely

associating the project with Plaintiff's reputation and standing within the Royal Palm community and the real estate community at large.

37. The clear impression created by the content and formatting of the Flyer is that Plaintiff was responsible for, involved in, affiliated with, supportive of, or otherwise endorsing the meeting and the One Boca Project.

38. The false impression created by the Flyer was particularly harmful because the One Boca Project was a controversial local development issue and was unpopular among members and residents of Royal Palm and the Boca Raton community at large.

39. Following the distribution of the Flyer, Plaintiff became aware that members and residents of Royal Palm believed, or were led to believe, that Plaintiff had endorsed or supported the One Boca Project.

40. Multiple members and residents of Royal Palm contacted Plaintiff to express disappointment that he appeared to be endorsing the One Boca Project.

41. Ultimately, the One Boca Project was overwhelmingly rejected by the voters of Boca Raton, including in the voting precinct for the Royal Palm community.

42. The effect of the Flyer was to confuse recipients, create the false impression that Plaintiff supported and endorsed the One Boca Project, aggrandize Defendants' perceived legitimacy and community support, and appropriate Plaintiff's name, reputation, and goodwill to advance Defendants' political, financial, commercial, and project-related interests.

43. Defendants' conduct was deliberate and calculated to trade on and exploit Plaintiff's reputation, credibility, and professional goodwill in order to lend legitimacy to the meeting and the One Boca Project.

44. The fact that the Flyer was published and disseminated after Plaintiff expressly refused consent demonstrates that Defendants acted with malice, bad faith, or with willful, wanton, and conscious disregard of Plaintiff's rights.

45. Upon information and belief, FRISBIE is responsible for the publication and dissemination of the Flyer because FRISBIE authorized, funded, approved, encouraged, ratified, or otherwise caused the publication and dissemination of the Flyer in furtherance of the One Boca Project, including through persons or entities acting on its behalf in connection with efforts to promote and obtain support for the One Boca Project.

46. Upon information and belief, BETTER BOCA is responsible for the publication and dissemination of the Flyer because the Flyer expressly states that it was a paid political advertisement paid for by BETTER BOCA, and BETTER BOCA authorized, paid for, approved, published, disseminated, ratified, or otherwise caused the publication and dissemination of the Flyer in furtherance of the One Boca Project.

47. Upon information and belief, MISKEL and MISKEL LAW FIRM participated in promoting or advancing the meeting and the One Boca Project and participated in, approved, authorized, directed, ratified, or materially assisted the publication and dissemination of the Flyer despite knowledge that Plaintiff had not consented to the use of his name, including after MISKEL personally received Plaintiff's refusal to consent.

48. MISKEL LAW FIRM is responsible for MISKEL's conduct because MISKEL acted within the course and scope of her authority, agency, employment, partnership, representation or engagement of MISKEL LAW FIRM in connection with the One Boca Project and the Flyer.

49. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages, including reputational harm, damage to professional goodwill, injury to his standing within Royal Palm, mental anguish, emotional distress, embarrassment, humiliation, and lost business opportunities.

50. Defendants' conduct was undertaken in concert and pursuant to a coordinated plan among multiple persons and entities acting together for the purpose of falsely portraying Plaintiff as endorsing, participating in, hosting, supporting, or aligning himself with the meeting and the One Boca Project, notwithstanding Plaintiff's prior refusal to consent to the use of his name.

COUNT I
UNAUTHORIZED PUBLICATION OF NAME OR LIKENESS IN
VIOLATION OF FLA. STAT. § 540.08
(Against all Defendants)

51. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

52. Fla. Stat. § 540.08 prohibits any person from publishing, printing, displaying, or otherwise publicly using, for purposes of trade or for any commercial or advertising purpose, the name, portrait, photograph, or other likeness of any natural person without that person's express written or oral consent.

53. Plaintiff is a natural person within the meaning of Fla. Stat. § 540.08.

54. Defendants published, printed, displayed, or otherwise publicly used Plaintiff's name in the Flyer.

55. Specifically, the Flyer expressly identified the meeting as being "Hosted by: David Roberts."

56. Defendants' use of Plaintiff's name was public and was disseminated, at a minimum, throughout the Royal Palm community.

57. Defendants used Plaintiff's name without Plaintiff's express written or oral consent.

58. To the contrary, prior to the publication and dissemination of the Flyer, Plaintiff expressly advised that he did not consent to the use of his name in connection with the meeting or the One Boca Project.

59. Defendants nevertheless published and disseminated the Flyer using Plaintiff's name after Plaintiff expressly refused consent.

60. Defendants' use of Plaintiff's name was for purposes of trade or otherwise for commercial or advertising purposes within the meaning of Fla. Stat. § 540.08.

61. The Flyer was a paid political advertisement and promotional communication intended to promote a meeting in support of the One Boca Project and to generate public support for the One Boca Project.

62. Defendants' use of Plaintiff's name was not in the context of a bona fide news report or a presentation having a current and legitimate public interest where the use of Plaintiff's name was not for advertising purposes.

63. Rather, Defendants used Plaintiff's name to directly promote, advertise, and lend credibility and legitimacy to the meeting, the One Boca Project, and Defendants' political, financial, commercial, and project-related interests, and to further exploit Plaintiff's reputation and goodwill within the Royal Palm community.

64. Defendants' use of Plaintiff's name falsely suggested that Plaintiff was hosting, participating in, supporting, endorsing, approving, sponsoring, or otherwise affiliated with the meeting and the One Boca Project.

65. As a direct and proximate result of Defendants' violation of Fla. Stat. § 540.08, Plaintiff has suffered damages, including reputational harm, damage to professional goodwill, mental anguish, emotional distress, embarrassment, humiliation, and the loss of business opportunities.

66. Plaintiff is entitled to recover damages for the loss or injury sustained by reason of Defendants' unauthorized use of his name, including an amount that would have been a reasonable royalty for such unauthorized use.

67. Plaintiff is further entitled to injunctive relief prohibiting Defendants from any further unauthorized publication, printing, display, dissemination, republication, or public use of Plaintiff's name, identity, reputation, or goodwill in connection with the Flyer, the meeting, the One Boca Project, or any related promotional materials.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, reasonable royalty damages, injunctive relief, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT II
COMMON LAW MISAPPROPRIATION OF A NAME
(Against All Defendants)

68. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

69. Under Florida common law, a person has a protectable interest in his name and likeness, and may recover for the unauthorized appropriation or misappropriation of that name or likeness by another.

70. Plaintiff is a natural person with a protectable interest in his name and likeness.

71. Defendants published, displayed, disseminated, or otherwise publicly used Plaintiff's name in the Flyer.

72. Specifically, the Flyer expressly identified the meeting as being "Hosted by: David Roberts."

73. Defendants' use of Plaintiff's name was public and was disseminated, at a minimum, throughout the Royal Palm community.

74. Defendants used Plaintiff's name without Plaintiff's knowledge, permission, authorization, or consent.

75. To the contrary, prior to the publication and dissemination of the Flyer, Plaintiff expressly advised that he did not consent to the use of his name in connection with the meeting or the One Boca Project.

76. Defendants nevertheless published and disseminated the Flyer using Plaintiff's name after Plaintiff expressly refused consent.

77. Defendants appropriated and used Plaintiff's name for their own political, financial, commercial, promotional, and project-related benefit.

78. The Flyer was a paid political advertisement and promotional communication intended to promote a meeting in support of the One Boca Project and to generate support for the One Boca Project, in which the Defendants held a significant economic interest.

79. Defendants' use of Plaintiff's name was not a bona fide news report, neutral commentary, incidental reference, or merely informational use, but rather was used to lend credibility and legitimacy to the meeting, the One Boca Project, and Defendants' political, financial, commercial, and project-related interests.

80. Defendants' use of Plaintiff's name falsely suggested that Plaintiff was hosting, participating in, supporting, endorsing, approving, sponsoring, or otherwise affiliated with the meeting and the One Boca Project.

81. Defendants used Plaintiff's name to trade upon and exploit Plaintiff's reputation, credibility, professional goodwill, and standing within the Royal Palm community.

82. Defendants' unauthorized use of Plaintiff's name was deliberate, calculated, and undertaken despite Plaintiff's express refusal to consent.

83. As a direct and proximate result of Defendants' common law misappropriation of Plaintiff's name, Plaintiff has suffered damages, including reputational harm, damage to professional goodwill, mental anguish, emotional distress, embarrassment, humiliation, and the loss of business opportunities.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT III
DEFAMATION PER SE
(Against All Defendants)

84. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

85. Defendants, directly or through their agents, representatives, attorneys, law firm, political committee, consultants, or other persons acting in concert with them, published, approved, authorized, funded, ratified, disseminated, or otherwise caused the publication and dissemination of the Flyer to third parties, including members and residents of the Royal Palm community.

86. The Flyer was of and concerning Plaintiff because it expressly identified Plaintiff by name and stated that the March 3, 2026 meeting in support of the One Boca Project was “Hosted by: David Roberts.”

87. The statement that the meeting was “Hosted by: David Roberts” was a statement of fact capable of being proven true or false.

88. The statement was false.

89. Plaintiff did not host the meeting, did not agree to host the meeting, did not participate in or attend the meeting, did not sponsor the meeting, did not support or endorse the One Boca Project, did not approve the use of his name, and did not agree to affiliate himself with the meeting, Defendants, or the One Boca Project.

90. Plaintiff is a private individual and private business professional. Plaintiff did not voluntarily inject himself into the public controversy concerning the One Boca Project, did not seek to influence the outcome of that controversy, did not agree to become a public supporter or opponent of the One Boca Project, and did not agree to lend his name, reputation, professional goodwill, or community standing to Defendants, the meeting, or the One Boca Project.

91. Rather, before Defendants published and disseminated the Flyer, Plaintiff expressly refused to consent to the use of his name in connection with the meeting and the One Boca Project.

92. Defendants nevertheless falsely portrayed Plaintiff as having hosted, endorsed, supported, approved, participated in, sponsored, or affiliated himself with the meeting and the One Boca Project.

93. Defendants knew, or should have known, that the statement “Hosted by: David Roberts” was false when the Flyer was published and disseminated.

94. Defendants published, disseminated, authorized, approved, ratified, funded, or otherwise caused the publication and dissemination of the Flyer negligently, recklessly, and/or with knowledge of falsity because Defendants knew, or should have known, that Plaintiff had not consented to the use of his name and had not agreed to host, attend, participate in, sponsor, support, endorse, approve, or affiliate himself with the meeting or the One Boca Project.

95. Defendants' conduct was willful, intentional, malicious, and/or in reckless disregard of Plaintiff's rights because Defendants published, disseminated, authorized, approved, ratified, funded, or otherwise caused the publication and dissemination of the Flyer despite Plaintiff's express refusal to consent to the use of his name.

96. Defendants' false statement was defamatory per se because on its face it falsely portrayed Plaintiff as having lent his name, reputation, professional goodwill, community standing, and support to a paid political advertisement, meeting, and promotional effort in favor of the One Boca Project, thereby tending to injure Plaintiff in his trade, business, profession, and occupation as a prominent real estate broker whose professional reputation, credibility, goodwill, and business relationships are highly concentrated in Royal Palm and the broader Boca Raton real estate community.

97. Defendants' false statement further tended to subject Plaintiff to distrust, ridicule, contempt, disgrace, or reputational harm within Royal Palm and the broader Boca Raton community.

98. Defendants' false statement was particularly damaging because the One Boca Project was a controversial local development issue that Defendants knew or reasonably should have known was unpopular among members and residents of Royal Palm and the Boca Raton community at large, including based on polling, public opposition, community feedback, and other

information known to Defendants before publication of the Flyer. Defendants therefore knew or reasonably should have known that falsely associating Plaintiff with the meeting and the One Boca Project would tend to harm Plaintiff's reputation, credibility, professional goodwill, and business relationships within Royal Palm and the broader Boca Raton real estate community.

99. Defendants' false statement caused members and residents of Royal Palm to believe, or be led to believe, that Plaintiff had endorsed, supported, hosted, sponsored, participated in, approved, or otherwise affiliated himself with the meeting and the One Boca Project.

100. Following publication and dissemination of the Flyer, multiple members and residents of Royal Palm contacted Plaintiff to express disappointment that he appeared to be endorsing or supporting the One Boca Project.

101. Defendants' publication and dissemination of the Flyer was deliberate and calculated to trade on Plaintiff's name, reputation, credibility, professional goodwill, and standing within Royal Palm and the broader Boca Raton real estate community in order to lend legitimacy, credibility, and perceived community support to the meeting and the One Boca Project.

102. Because Defendants' false statement constitutes defamation per se, damages to Plaintiff's reputation, professional standing, and goodwill are presumed.

103. As a direct and proximate result of Defendants' defamatory publication, Plaintiff has suffered damages, including reputational harm, damage to professional goodwill, injury to his standing in the Royal Palm community, shame, mental anguish, emotional distress, embarrassment, humiliation, hurt feelings experienced in the past or to be experienced in the future, and the loss of business opportunities.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER

BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT IV
DEFAMATION BY IMPLICATION
(Against All Defendants in the Alternative)

104. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

105. This Count is pled in the alternative to the extent that the individual words, names, meeting details, location, project references, or other components of the Flyer were literally true, facially neutral, ambiguous, or not independently actionable, but were arranged, presented, and published in a manner that created a false and defamatory implication concerning Plaintiff.

106. Defendants, directly or through their agents, representatives, attorneys, law firm, political committee, consultants, or other persons acting in concert with them, published and disseminated the Flyer to third parties, including, at a minimum, members and residents of the Royal Palm community.

107. The Flyer was of and concerning Plaintiff because it expressly identified Plaintiff by name and stated that the March 3, 2026 meeting in support of the One Boca Project was “Hosted by: David Roberts.”

108. The Flyer used and presented certain true or facially neutral facts, including Plaintiff's actual name, the existence of the March 3, 2026 meeting, the Royal Palm Yacht & Country Club location, the meeting details, the reference to the One Boca Project, and the statement that the Flyer was a paid political advertisement paid for by A Better Boca Raton.

109. Plaintiff is a private individual and private business professional. Plaintiff did not voluntarily inject himself into the public controversy concerning the One Boca Project, did not

seek to influence the outcome of that controversy, did not agree to become a public supporter or opponent of the One Boca Project, and did not agree to lend his name, identity, reputation, professional goodwill, or community standing to Defendants, the meeting, or the One Boca Project.

110. By placing Plaintiff's name next to the One Boca Project, the meeting details, the Royal Palm Yacht & Country Club location, and the statement that the meeting was "Hosted by: David Roberts," Defendants juxtaposed those facts in a manner that falsely implied that Plaintiff had authorized, hosted, sponsored, endorsed, supported, approved, participated in, or otherwise affiliated himself with the meeting and the One Boca Project.

111. The Flyer further created a defamatory implication by omitting material facts necessary to avoid misleading recipients, including that Plaintiff had not consented to the use of his name, had not agreed to host the meeting, had not agreed to participate in or attend the meeting, had not sponsored the meeting, had not endorsed or supported the One Boca Project, had not agreed to be publicly associated with Defendants, the meeting, or the One Boca Project, and had expressly refused consent before the Flyer was published and disseminated.

112. The false implication created by the Flyer was that Plaintiff had agreed to lend his name, identity, reputation, professional goodwill, community standing, and support to the meeting and the One Boca Project.

113. That implication was false.

114. Plaintiff did not authorize the use of his name, did not host the meeting, did not participate in or attend the meeting, did not support, endorse, approve, sponsor, or otherwise affiliate himself with the meeting or the One Boca Project.

115. To the contrary, before Defendants published and disseminated the Flyer, Plaintiff expressly refused to consent to the use of his name in connection with the meeting and the One Boca Project.

116. Defendants nevertheless falsely portrayed Plaintiff as having authorized, hosted, endorsed, supported, approved, participated in, sponsored, or affiliated himself with the meeting and the One Boca Project.

117. Defendants knew, intended, or reasonably should have known that recipients of the Flyer would understand the statement "Hosted by: David Roberts," together with the Flyer's surrounding meeting details, location, project references, and presentation, to mean that Plaintiff had authorized, hosted, sponsored, endorsed, supported, approved, participated in, or affiliated himself with the meeting and the One Boca Project.

118. Defendants' use of Plaintiff's name was deliberate and calculated to lend credibility, legitimacy, and community support to the meeting and the One Boca Project by exploiting Plaintiff's name, reputation, professional goodwill, and standing within Royal Palm and the broader Boca Raton real estate community.

119. Defendants' publication of the Flyer was especially misleading because Plaintiff had expressly refused consent before the Flyer was published and disseminated, and Defendants nevertheless published the Flyer in a manner that falsely implied Plaintiff's association with the meeting and the One Boca Project.

120. The false implication created by the Flyer was defamatory because it tended to harm Plaintiff's reputation, credibility, professional standing, and goodwill within Royal Palm and the broader Boca Raton real estate community.

121. The false implication was particularly harmful because the One Boca Project was a controversial local development issue that Defendants knew or reasonably should have known was unpopular among members and residents of Royal Palm and the Boca Raton community at large, including based on polling, public opposition, community feedback, or other information known to Defendants before publication of the Flyer, and Defendants' publication falsely aligned Plaintiff with that controversial issue despite Plaintiff's express refusal to consent to the use of his name.

122. Defendants' knowledge of the One Boca Project's unpopularity further demonstrates that Defendants knew, or reasonably should have known, that falsely associating Plaintiff with the meeting and the One Boca Project would tend to harm Plaintiff's reputation, credibility, professional goodwill, and business relationships within Royal Palm and the broader Boca Raton real estate community.

123. The false implication also tended to injure Plaintiff in his profession and business relationships by falsely portraying him to residents, property owners, real estate professionals, clients, prospective clients, referral sources, and members of the community as someone who had agreed to lend his name and professional goodwill to the meeting and the One Boca Project.

124. Defendants published and disseminated the Flyer negligently, recklessly, and/or with knowledge of the falsity of the implication, including because Defendants knew, or should have known, that Plaintiff had not consented to the use of his name and had not agreed to host, attend, participate in, support, endorse, approve, sponsor, or affiliate himself with the meeting or the One Boca Project.

125. Defendants' conduct was deliberate and calculated to create the false impression that Plaintiff supported, endorsed, hosted, participated in, sponsored, approved, or aligned himself

with the meeting and the One Boca Project, notwithstanding Plaintiff's express refusal to consent to the use of his name.

126. As a direct and proximate result of Defendants' defamatory implication, Plaintiff has suffered damages, including reputational harm, damage to professional goodwill, injury to his standing in the Royal Palm community, shame, mental anguish, emotional distress, embarrassment, humiliation, hurt feelings experienced in the past or to be experienced in the future, and the loss of business opportunities.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT V
FALSE ASSOCIATION AND FALSE ENDORSEMENT UNDER
THE FEDERAL LANHAM ACT, 15 U.S.C. § 1125(a)
(Against All Defendants)

127. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

128. 15 U.S.C. § 1125(a) provides, in relevant part, as follows:

(1) Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which (A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person . . . shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

(emphasis added).

129. Defendants used Plaintiff's name in commerce by publishing and disseminating the Flyer identifying the March 3, 2026 meeting in support of the One Boca Project as being "Hosted by: David Roberts," and by using Plaintiff's name to promote the perceived legitimacy, sponsorship, approval, and community support for Defendants' commercial and project-related activities concerning the One Boca Project.

130. The Flyer was a paid political advertisement and promotional communication disseminated to the public in connection with the One Boca Project, a specific proposed redevelopment and revitalization project in Boca Raton, Florida in which FRISBIE held a substantial economic and commercial interest.

131. Upon information and belief, the Flyer was disseminated in commerce through direct distribution, electronic transmission, mail, social media, website publication, or other channels of communication affecting commerce.

132. Defendants used Plaintiff's name in connection with Defendants' respective goods, services, commercial activities, real estate development activities, public-relations activities, promotional activities, or project-related activities concerning the One Boca Project, including: (a) FRISBIE's effort to obtain, maintain, promote, and generate public support for a specific real estate redevelopment project in which FRISBIE held a substantial economic and commercial interest; (b) BETTER BOCA's paid advertising, advocacy, promotional, and project-support activities in favor of the One Boca Project; and (c) MISKEL's and MISKEL LAW FIRM's professional, legal, advisory, promotional, or project-support services in assisting FRISBIE in pursuing, promoting, and obtaining support for the One Boca Project, for which MISKEL and MISKEL LAW FIRM had a professional, financial, reputational, and client-service interest.

133. Plaintiff's name, reputation, and professional goodwill were commercially valuable within the targeted audience because Plaintiff is a prominent real estate broker whose reputation and business relationships are concentrated within Royal Palm and the broader Boca Raton real estate community.

134. Defendants' use of Plaintiff's name in the Flyer constituted a false or misleading representation of fact concerning Plaintiff's affiliation, connection, association, sponsorship, approval, endorsement, participation, and support.

135. Specifically, the Flyer falsely represented, implied, and conveyed to recipients that Plaintiff hosted, sponsored, approved, endorsed, supported, participated in, or was otherwise affiliated with the meeting, Defendants, and the One Boca Project, when in fact he had not.

136. Plaintiff did not host, sponsor, approve, endorse, support, participate in, or affiliate himself with the meeting, Defendants, or the One Boca Project.

137. To the contrary, Plaintiff expressly refused to consent to the use of his name in connection with the meeting and the One Boca Project prior to the publication and dissemination of the Flyer.

138. The false or misleading representation contained in the Flyer was likely to cause confusion, mistake, or deception among recipients, and actually caused confusion among recipients, as to Plaintiff's affiliation, connection, association, sponsorship, approval, endorsement, participation, and support concerning the meeting, Defendants, and the One Boca Project, including among persons within Plaintiff's actual and prospective client, customer, and referral base.

139. Moreover, the information and representations contained in the Flyer, along with the deceptive manner and format in which such information and representations were presented,

were of a material nature likely to influence recipients' perception of the legitimacy, credibility, and community support for the meeting and the One Boca Project.

140. The false or misleading representation was material because Plaintiff's reputation, credibility, professional goodwill, and standing within Royal Palm and the real estate community at large were used to lend legitimacy and perceived community support to the meeting and the One Boca Project.

141. The Flyer caused actual confusion among recipients, including members and residents of Royal Palm who believed, or were led to believe, that Plaintiff had endorsed, supported, hosted, participated in, or aligned himself with the meeting and the One Boca Project.

142. Plaintiff has been or is likely to be injured or damaged as a result of the false and misleading Flyer by virtue of, *inter alia*, harm to his commercial reputation as a real estate broker, loss of professional goodwill, injury to referral relationships, loss of business opportunities, and other damages caused by Defendants' false association and false endorsement. Those injuries flowed directly from the confusion caused by the Flyer because the Flyer falsely suggested to Plaintiff's actual and prospective clients, referral sources, and Royal Palm property owners that Plaintiff had lent his name, reputation, and professional goodwill to the meeting and the One Boca Project.

143. Pursuant to 15 U.S.C. § 1117(a), Plaintiff is entitled to recover Defendants' profits, Plaintiff's actual damages, and the costs associated with this action, subject to the principles of equity.

144. In allowing the false and misleading Flyer to be distributed to the public after Plaintiff expressly refused consent, Defendants acted with malice, bad faith, or with willful, wanton, and conscious disregard of Plaintiff's rights.

145. As such, Plaintiff is entitled to an award of attorney's fees incurred in connection with this action pursuant to 15 U.S.C. § 1117(a), on the grounds that Defendants' actions make this an exceptional case as contemplated under said statute.

146. Plaintiff has retained the undersigned law firm to represent him in connection with this matter and has incurred attorney's fees and costs associated therewith.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, individually and jointly and severally, for: (i) Plaintiff's actual damages pursuant to 15 U.S.C. § 1117(a); (ii) an accounting and award of Defendants' profits pursuant to 15 U.S.C. § 1117(a); (iii) attorney's fees and costs incurred in bringing this action pursuant to 15 U.S.C. § 1117(a); and (iv) any other relief this Court may deem just and appropriate.

COUNT VI
CIVIL CONSPIRACY
(Against All Defendants)

147. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

148. Defendants are separate persons and entities who acted for their own respective political, financial, commercial, professional, reputational, and project-related interests.

149. Defendants entered into an agreement, understanding, or common plan to use Plaintiff's name, identity, reputation, and goodwill without authorization in connection with the Flyer, the meeting advertised in the Flyer, and the One Boca Project.

150. The object of the conspiracy was to falsely portray Plaintiff as hosting, participating in, supporting, endorsing, approving, sponsoring, or otherwise aligning himself with the meeting and the One Boca Project.

151. The object of the conspiracy was unlawful or was otherwise accomplished through unlawful means, including: (a) the unauthorized publication and use of Plaintiff's name for trade, commercial, or advertising purposes in violation of section 540.08, Florida Statutes; (b) the common-law misappropriation and appropriation of Plaintiff's name, identity, reputation, and goodwill; (c) the false portrayal of Plaintiff as hosting, participating in, supporting, endorsing, approving, sponsoring, or otherwise aligning himself with the meeting and the One Boca Project, including by defamation by implication; and (d) the false use of Plaintiff's identity in a manner likely to cause confusion as to Plaintiff's affiliation, connection, association, sponsorship, approval, or endorsement in violation of 15 U.S.C. § 1125(a)(1)(A), all notwithstanding Plaintiff's express refusal to consent.

152. In furtherance of the conspiracy, MISKEL contacted Plaintiff prior to publication of the Flyer to request permission and consent to use his name in furtherance of the meeting.

153. Plaintiff unambiguously and emphatically refused to consent to the use of his name in connection with the meeting or the One Boca Project.

154. Notwithstanding Plaintiff's refusal, Defendants, or one or more of them, caused the Flyer to be prepared, approved, funded, published, and disseminated identifying the meeting as being "Hosted by: David Roberts."

155. In furtherance of the conspiracy, Defendants, or one or more of them, committed overt acts including, without limitation:

- i. selecting Plaintiff's name for use in connection with the Flyer and the meeting;
- ii. requesting Plaintiff's consent to use his name;
- iii. learning that Plaintiff refused consent;

- iv. preparing, approving, authorizing, funding, publishing, or otherwise disseminating the Flyer notwithstanding Plaintiff's refusal;
- v. identifying Plaintiff in the Flyer as a host of the meeting;
- vi. distributing the Flyer throughout Royal Palm and to members of the Royal Palm community; and
- vii. using Plaintiff's name, identity, reputation, and goodwill to create the false appearance that Plaintiff hosted, supported, endorsed, approved, participated in, or affiliated himself with the meeting and the One Boca Project.

156. Upon information and belief, FRISBIE knowingly joined and participated in the conspiracy after learning that Plaintiff had refused to provide his consent to the use of his name by encouraging, funding, approving, directing, ratifying, materially assisting, or benefitting from the publication and dissemination of the Flyer in furtherance of the One Boca Project.

157. Upon information and belief, BETTER BOCA knowingly joined and participated in the conspiracy after learning that Plaintiff had refused to provide his consent to the use of his name by paying for, approving, authorizing, publishing, disseminating, ratifying, or materially assisting the publication and dissemination of the Flyer in furtherance of the One Boca Project.

158. MISKEL knowingly joined and participated in the conspiracy after receiving Plaintiff's refusal to consent by participating in, approving, authorizing, directing, ratifying, or materially assisting the publication and dissemination of the Flyer. Upon information and belief, MISKEL LAW FIRM is responsible for MISKEL's conduct to the extent MISKEL acted within the course and scope of her authority, agency, employment, partnership, representation, or engagement of MISKEL LAW FIRM.

159. Defendants' misconduct caused Plaintiff to suffer damages, including reputational harm, damage to professional goodwill, mental anguish, emotional distress, embarrassment, humiliation, and the loss of business opportunities.

160. As a direct and proximate result of Defendants' overt acts done under the conspiracy, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT VII
AIDING AND ABETTING COMMON LAW MISAPPROPRIATION OF NAME
(Against All Defendants in the Alternative)

161. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

162. This Count is pled in the alternative to Count II to the extent any Defendant is determined not to have directly committed common law misappropriation of Plaintiff's name.

163. One or more Defendants committed the underlying tort of common law misappropriation of Plaintiff's name by using Plaintiff's name in the Flyer without Plaintiff's knowledge, permission, authorization, or consent, and for Defendants' own political, financial, commercial, promotional, or project-related benefit.

164. MISKEL had actual knowledge of the underlying misappropriation because she personally received Plaintiff's refusal to consent to the use of his name in connection with the meeting and the One Boca Project before publication of the Flyer.

165. Upon information and belief, FRISBIE, BETTER BOCA, and MISKEL LAW FIRM had actual knowledge of the underlying misappropriation through their agents, representatives, attorneys, or persons acting on their behalf, including MISKEL, before the Flyer was published and disseminated.

166. Despite such knowledge, each Defendant substantially assisted, encouraged, facilitated, ratified, or otherwise participated in the misappropriation by preparing, approving, authorizing, funding, publishing, disseminating, promoting, or otherwise materially assisting in the use of Plaintiff's name in the Flyer.

167. Upon information and belief, FRISBIE substantially assisted the misappropriation by authorizing, funding, approving, encouraging, ratifying, benefitting from, or otherwise causing the publication and dissemination of the Flyer after Plaintiff refused consent to the use of his name.

168. Upon information and belief, BETTER BOCA substantially assisted the misappropriation by paying for, authorizing, approving, publishing, disseminating, ratifying, or otherwise causing the publication and dissemination of the Flyer after Plaintiff refused consent to the use of his name.

169. Upon information and belief, MISKEL substantially assisted the misappropriation by receiving Plaintiff's express refusal to consent to the use of his name and thereafter participating in, directing, authorizing, approving, ratifying, effectuating, or otherwise causing the publication and dissemination of the Flyer.

170. Upon information and belief, MISKEL LAW FIRM substantially assisted the misappropriation by and through MISKEL or other agents, employees, attorneys, representatives, or persons acting on its behalf, who participated in, authorized, approved, ratified, effectuated, or

otherwise caused the publication and dissemination of the Flyer despite actual knowledge that Plaintiff had not consented to the use of his name.

171. Defendants' substantial assistance was a substantial factor in causing Plaintiff's damages because, without such assistance, authorization, funding, approval, publication, dissemination, ratification, or use of Plaintiff's name, the Flyer would not have misappropriated Plaintiff's name.

172. As a direct and proximate result of Defendants' aiding and abetting common law misappropriation of Plaintiff's name, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT VIII
AIDING AND ABETTING DEFAMATION PER SE
(Against All Defendants in the Alternative)

173. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

174. This Count is pled in the alternative to Count III to the extent any Defendant is determined not to have directly committed defamation per se.

175. One or more Defendants committed the underlying tort of defamation per se by publishing and disseminating the Flyer falsely identifying the March 3, 2026 meeting in support of the One Boca Project as being "Hosted by: David Roberts," thereby falsely portraying Plaintiff as having lent his name, reputation, professional goodwill, community standing, and support to the meeting and the One Boca Project.

176. MISKEL had actual knowledge of the underlying defamation because she personally received Plaintiff's refusal to consent to the use of his name in connection with the meeting and the One Boca Project before publication of the Flyer.

177. Upon information and belief, FRISBIE, BETTER BOCA, and MISKEL LAW FIRM had actual knowledge of the underlying defamation through their agents, representatives, attorneys, or persons acting on their behalf, including MISKEL, before the Flyer was published and disseminated.

178. Despite such knowledge, each Defendant substantially assisted, encouraged, facilitated, ratified, or otherwise participated in the defamation by preparing, approving, authorizing, funding, publishing, disseminating, promoting, or otherwise materially assisting in the publication of the false statement that the meeting was "Hosted by: David Roberts."

179. Upon information and belief, FRISBIE substantially assisted the defamation by authorizing, funding, approving, encouraging, ratifying, or otherwise causing the publication and dissemination of the Flyer after Plaintiff refused consent to the use of his name.

180. Upon information and belief, BETTER BOCA substantially assisted the defamation by paying for, authorizing, approving, publishing, disseminating, ratifying, or otherwise causing the publication and dissemination of the Flyer after Plaintiff refused consent to the use of his name.

181. Upon information and belief, MISKEL substantially assisted the defamation by receiving Plaintiff's express refusal to consent to the use of his name and thereafter participating in, directing, authorizing, approving, ratifying, effectuating, or otherwise causing the publication and dissemination of the Flyer.

182. Upon information and belief, MISKEL LAW FIRM substantially assisted the defamation by and through MISKEL or other agents, employees, attorneys, representatives, or persons acting on its behalf, who participated in, authorized, approved, ratified, effectuated, or otherwise caused the publication and dissemination of the Flyer despite actual knowledge that Plaintiff had not consented to the use of his name.

183. Defendants' substantial assistance was a substantial factor in causing Plaintiff's damages because, without such assistance, authorization, funding, approval, publication, dissemination, ratification, or use of Plaintiff's name, the Flyer would not have falsely identified Plaintiff as a host of the meeting.

184. As a direct and proximate result of Defendants' aiding and abetting defamation per se, Plaintiff has suffered damages, including presumed damages to the extent permitted by law.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

COUNT IX
AIDING AND ABETTING DEFAMATION BY IMPLICATION
(Against All Defendants in the Alternative)

185. Plaintiff realleges and reaffirms the allegations contained in paragraphs 1 through 50 as if fully set forth herein.

186. This Count is pled in the alternative to Count IV to the extent any Defendant is determined not to have directly committed defamation by implication.

187. One or more Defendants committed the underlying tort of defamation by implication by publishing and disseminating the Flyer in a manner that falsely implied Plaintiff

had authorized, hosted, sponsored, endorsed, supported, approved, participated in, or otherwise affiliated himself with the meeting and the One Boca Project.

188. MISKEL had actual knowledge of the underlying defamatory implication because she personally received Plaintiff's refusal to consent to the use of his name in connection with the meeting and the One Boca Project before publication of the Flyer.

189. Upon information and belief, FRISBIE, BETTER BOCA, and MISKEL LAW FIRM had actual knowledge of the underlying defamatory implication through their agents, representatives, attorneys, or persons acting on their behalf, including MISKEL, before the Flyer was published and disseminated.

190. Despite such knowledge, Defendants, or one or more of them, substantially assisted, encouraged, facilitated, ratified, or otherwise participated in the defamatory implication by preparing, approving, authorizing, funding, publishing, disseminating, promoting, or otherwise materially assisting in the publication of the Flyer identifying the meeting as being "Hosted by: David Roberts."

191. Upon information and belief, FRISBIE substantially assisted the defamatory implication by authorizing, funding, approving, encouraging, ratifying, benefitting from, or otherwise causing the publication and dissemination of the Flyer after Plaintiff refused consent to the use of his name.

192. Upon information and belief, BETTER BOCA substantially assisted the defamatory implication by paying for, authorizing, approving, publishing, disseminating, ratifying, or otherwise causing the publication and dissemination of the Flyer after Plaintiff refused consent to the use of his name.

193. Upon information and belief, MISKEL substantially assisted the defamatory implication by receiving Plaintiff's express refusal to consent to the use of his name and thereafter participating in, directing, authorizing, approving, ratifying, effectuating, or otherwise causing the publication and dissemination of the Flyer.

194. Upon information and belief, MISKEL LAW FIRM substantially assisted the defamatory implication by and through MISKEL or other agents, employees, attorneys, representatives, or persons acting on its behalf, who participated in, authorized, approved, ratified, effectuated, or otherwise caused the publication and dissemination of the Flyer despite actual knowledge that Plaintiff had not consented to the use of his name.

195. Defendants' substantial assistance was a substantial factor in causing Plaintiff's damages because, without such assistance, authorization, funding, approval, publication, dissemination, ratification, or use of Plaintiff's name, the Flyer would not have created the false implication that Plaintiff hosted, supported, endorsed, approved, participated in, or affiliated himself with the meeting and the One Boca Project.

196. As a direct and proximate result of Defendants' aiding and abetting defamation by implication, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, DAVID ROBERTS, demands judgment against Defendants, FRISBIE GROUP, LLC, BONNIE MISKEL, MISKEL BACKMAN, LLP, and A BETTER BOCA RATON, jointly and severally, for damages, costs, pre-judgment interest, and any other relief this Court may deem just and appropriate.

DEMAND FOR JURY TRIAL

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

Dated: May 22, 2026

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EXHIBIT "A"

*One Boca
cordially invites you
to join us for an evening.*

*Learn about the proposed government
campus revitalization.*

Where:

Royal Palm Yacht &
Country Club
2425 W Maya Palm Dr.,
Boca Raton, FL 33432

When:

Tuesday, March 3
5:30-7:30 PM

Hosted by:

David Roberts
Joel Altman

Wine and hors d'oeuvres will be served.



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102 NE 2ND ST. UNIT 172, BOCA RATON, FL 33432.