

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR MARTIN COUNTY, FLORIDA

ERICA HERMAN,

CASE NO.:

Plaintiff,

DIVISION:

v.

ELDRICK WOODS,

Defendant.

COMPLAINT FOR DECLARATORY JUDGMENT

The Plaintiff, ERICA HERMAN, by and through her undersigned counsel, hereby files her Complaint against Defendant, ELDRICK WOODS, and states as follows:

Jurisdiction, Venue, and Parties

1. This Court has jurisdiction because this is an action for a declaratory judgment pursuant to Section 86.011 and 26.012(2)(a), Florida Statutes, and other relief, involving a dispute with a value in excess of \$50,000, exclusive of interest, costs, and attorney fees.

2. Plaintiff is an individual whose residence is 462 S. Beach Road, Hobe Sound, Florida 33455.

3. Defendant is an individual who resides at 462 S. Beach Road, Hobe Sound, Florida 33455.

4. Venue is proper in Martin County because the Defendant resides here.

General Allegations

5. This case involves a purported Non-Disclosure And Acknowledgment Agreement dated August 9, 2017 (the "Woods NDA").

6. The Plaintiff had a long relationship with the Defendant, both professionally and personally. During the course of the Plaintiff's employment for him, the Defendant caused the Woods NDA to be executed.

7. A trust controlled by the Defendant has taken the position in litigation that the Woods NDA is enforceable against the Plaintiff. The trust also disclosed in litigation that the Defendant has asserted that the Woods NDA is enforceable against the Plaintiff by commencing an arbitration against the Plaintiff based on it.

8. The Plaintiff believes that the Woods NDA is invalid and unenforceable. However, these issues are not legally certain, and the Plaintiff is in current doubt about her and the Defendant's respective obligations and rights, if any, under the Woods NDA.

9. This uncertainty is acute and important. Because of the aggressive use of the Woods NDA against her by the Defendant and the trust under his control, the Plaintiff is unsure whether she may disclose, among other things, facts giving rise to various legal claims she believes she has. She is also currently unsure what other information about her own life she may discuss or with whom. There is therefore an active dispute between the Plaintiff and the Defendant for which the Plaintiff needs a clarifying declaration from the Court.

Count I (Declaratory Judgment)

10. The allegations in Paragraphs 1 through 9 above are incorporated herein by reference as if fully set forth below.

11. A bona fide, actual, present, and practical need for a declaration exists as to the rights of the Parties, the status of the purported contract, and the parties' respective legal and equitable relationships with each other in light thereof because the Defendant has asserted that the Woods NDA is binding against the Plaintiff.

12. The Plaintiff's request for declaratory relief addresses a present, ascertainable controversy about the existence, or nonexistence of an immunity, power, privilege, or right under the Woods NDA. The requested declaration would also address at least one fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future, including but not limited to the circumstances of the execution of the Woods NDA.

13. The Parties have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint because the Plaintiff contends that the Woods NDA is not enforceable but the Defendant contends that it is.

14. Only the Defendant and the Plaintiff are purported parties to the Woods NDA, and therefore all antagonistic or adverse interests in the Woods NDA will be before the Court following proper process.

15. The relief sought is not merely giving of legal advice by the courts or the answer to questions propounded from curiosity.

16. The Plaintiff requests the Court grant her a declaration:

- a. that the Woods NDA is not valid or enforceable, including but not limited to because of a lack of consideration and because of unconscionability;
- b. in the alternative, if the Woods NDA is valid and enforceable in any part, defining the specific scope of any obligations on the Plaintiff under the Woods NDA, including but not limited to whether and to what extent it limits the Plaintiff's freedom to disclose: (i) her own experiences, (ii) the experiences of her family members, (iii) photographs and recordings of herself and her family members, (iv) information held, witnessed, or learned by people who are not covered by the

Woods NDA, (v) information from sources other than the Defendant, (vi) information on topics that the Defendant has discussed or otherwise disclosed to other people who are not covered by the Woods NDA, (vii) information required or permitted to be disclosed by law, regulation, or rules, and/or (viii) information responding to statements that the Defendant has made or published about her or others to prove the falsity or misleading nature of those statements;

- c. that the purported arbitration clause in the Woods NDA is unenforceable as to the Plaintiff's claim in this case and that any determination of its applicability in this case must be decided by the Court, not by an arbitrator, under the federal Ending Forced Arbitration Of Sexual Assault And Sexual Harassment Act Of 2021, 9 U.S.C. §§ 401-402; and
- d. that the Woods NDA is not judicially enforceable in this case under the federal Speak Out Act, 42 U.S.C. §§ 19401-19404.

Wherefore, Plaintiff requests judgment against Defendant granting the requested declaratory relief, together with attorney's fees and costs of suit, and such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Wherefore, Plaintiff demands trial by jury on all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY on this 6th day of March, 2023, that a true and accurate copy of the foregoing will be served via Process Server onto **ELDRICK WOODS**.

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