

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

**NELSON PELTZ**, an individual,

Plaintiff,

v.

**PLAN DESIGN, LLC**, a Florida limited  
liability company d/b/a Plan Design Events,  
**ARIANNA GRIJALBA**, an individual, and  
**NICOLE BRAGHIN**, an individual

Defendants.

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### **COMPLAINT**

Plaintiff, Nelson Peltz (“Plaintiff” or “Peltz”), by and through undersigned counsel, sues Defendants, Plan Design, LLC (“Plan Design”), Arianna Grijalba (“Grijalba”), and Nicole Braghin (“Braghin”) (Plan Design, Grijalba, and Braghin are collectively referred to as “PDE”) and states:

### **JURISDICTION AND VENUE**

1. This is an action for money damages in excess of \$30,000.00, exclusive of interest, costs and attorneys’ fees.
2. Peltz is an individual residing in Palm Beach County, Florida.
3. Plan Design is a Florida limited liability company doing business as Plan Design Events with its principal place of business in Miami-Dade County, Florida.

4. Grijalba is an individual, who upon information and belief, resides in Miami-Dade County, Florida.

5. Braghin is an individual, who upon information and belief, resides in Miami-Dade County, Florida.

6. Venue is appropriate in Miami-Dade County, Florida because, among other things, Plan Design's principal place of business is in Miami-Dade County, Florida, and Grijalba and Braghin reside in Miami-Dade County, Florida.

### **GENERAL ALLEGATIONS**

#### **A. The Marriage Engagement of Nicola Peltz and Brooklyn Beckham**

7. Nicola Peltz ("Nicola") is the daughter of Plaintiff and Claudia Peltz ("Claudia").

8. Nicola is a world-famous actress who has starred in blockbuster movies and television shows, including, among others, Transformers: Age of Extension, Bates Motel and The Last Airbender.

9. In July 2020, Nicola became engaged to be married to Brooklyn Beckham ("Brooklyn").

10. Brooklyn is the son of David Beckham and Victoria Beckham. David Beckham is an internationally acclaimed soccer player and businessman. Victoria, Brooklyn's mother, is an accomplished singer, songwriter, fashion designer and television personality.

11. Given the large scale and high-profile nature of the event, Peltz engaged a wedding planner to help plan and orchestrate the large-scale event. The celebrity of the wedding couple combined with the anticipated attendance of many high-profile guests required that the wedding planner have the expertise and staffing to plan, coordinate and execute a wedding event of the expected caliber and complexity.

12. In or about April 2021, Peltz began planning the wedding event with Preston Bailey of Preston Bailey Entertainment and Set Design, Inc. (“Preston Bailey”). Preston Bailey is a renowned wedding planner known for having orchestrated the celebrations of many nationally and internationally known celebrities.

13. The location selected for the wedding was Peltz’s home located in Palm Beach, Florida. The guest list included more than five hundred people, including numerous celebrities, athletes, dignitaries and other influential individuals, who travelled from all around the globe to attend.

14. The event was to take place over the course of three days, consisting of a welcome reception on April 8, 2022, the wedding ceremony, reception, and “after-party” on April 9, 2022, and a post-wedding brunch on April 10, 2022.

15. By February 16, 2022, the wedding invitations to the prospective guests had been mailed and most of the wedding vendors had been selected, including but not limited to, the caterer, florists, lighting design, wedding tent draping company, the wedding invitations vendor and many of the photographers and videographers.

16. The only major wedding vendors to be selected were the wedding musicians and performers, and additional photographers and videographers.

17. On March 1, 2022, Preston Bailey and Peltz discussed certain of the logistical challenges that Preston Bailey was encountering because of the grand scale of the event and mutually agreed that Preston Bailey should step down and a different planner be retained to complete the planning and, thereafter, manage the execution of the actual events.

**B. Peltz is Hoodwinked by the “Party Planners”**

18. PDE promotes themselves on the internet at [www.plandesignevents.com](http://www.plandesignevents.com). Among other representations, PDE claims:

- (a) to be specialists in event planning and design.
- (b) that Grijalba and Braghin, had planned numerous “spectacular”, “elegant” and “one of a kind” weddings, bar and bat mitzvahs, birthday parties and other VIP events at iconic South Florida locations such as the Adrienne Arscht Center, the New World Symphony, the Alfred Dupont Building, the Miami Open, and Star Island;
- (c) that PDE events are “flawless to the very last moment”;
- (d) that Grijalba and Braghin have “combined [their] experience in design and logistics with [their] obsession with details, to bring uncompromising quality and magic to every aspect of the events [they] produce”;
- (e) Grijalba’s “organization and logistical skills are unparalleled, as is her knowledge regarding catering”, that she “has been taught that nothing but flawless is good enough” and that she “mak[es] sure no detail ever goes unnoticed.” and,
- (f) that PDE “make[s] dreams come true.”

19. PDE engenders trust, confidence and reliance from their clients by promising that Braghin and Grijalba “are here to guide you through a worry free and fun journey.”

20. On February 23, 2022, Peltz and Braghin had an introductory phone call during which time Peltz explained to Braghin the status of the event planning and his desire to hire a wedding planner that was capable of substituting for Preston Bailey. Peltz discussed the tasks to be completed, including engaging suitable musicians and performers, coordinating and finalizing arrangements with the other wedding vendors, and digitization and over-sight of the RSVP list. Braghin was told of the urgency of the project – the wedding being only six weeks away – and

Peltz asked Braghin whether she, Grijalba and PDE had the skills and experience to undertake and successfully complete the project.

21. Braghin promised Peltz that she, Grijalba and Plan Design were up to the task.

22. On that same phone call, Peltz and Braghin engaged in preliminary discussions regarding the business terms of the PDE engagement. Among other representations made by Braghin in order to convince Peltz to utilize PDE's services, Braghin represented to Peltz that PDE were experts in wedding planning and had vast experience planning, designing and organizing large-scale, high-end weddings. Claudia specifically asked Braghin what was the largest wedding that PDE had planned. In response, Braghin stated that PDE had planned a wedding in Dubai that was attended by over one thousand people.

23. For PDE, Peltz had presented them with the opportunity of a lifetime – to have their names associated with the wedding of two world-famous celebrities, which would undoubtedly propel PDE into wedding planning stardom. In reality, however, it later became clear that PDE viewed this as an opportunity to take advantage of Peltz by making material misrepresentations on both their website and in person regarding their experience, expertise, and capability of planning the wedding.

C. The NDA That Was and the Contracts That Weren't

24. On or about February 23, 2022, Peltz requested that Plan Design sign a Non-Disclosure Agreement (“NDA”). The NDA was a preliminary first step to further discussions.

25. Among other important provisions, the NDA acknowledged that Peltz and his family members may provide certain “Confidential Information” to PDE and required that PDE keep the same confidential.

26. Importantly, the NDA expressly disclaimed the existence of any employment, consulting, or other arrangement between PDE and Peltz. Specifically,

Each party to this agreement agrees that no contract or agreement or any employment, consulting or other arrangement shall be deemed to exist between you, on the one hand, and me, my family members or any of our respective affiliates, on the other hand, unless and until definitive written documentation between you and the applicable entity has been executed and delivered.

NDA at p. 2. (emphasis added.). A true and correct copy of the NDA is attached hereto as **Exhibit “1”** and incorporated herein by reference.

27. On February 24, 2022, PDE submitted to Peltz three proposals (collectively, the “Proposals”) for the engagement of PDE for each of the three specific events contemplated during the three-day wedding event. Specifically:

- (a) a proposal for the pre-wedding “welcome reception” on Friday, April 7, 2022;
- (b) a proposal for the planning and execution of the wedding and reception (including the after-party”) on Saturday, April 8, 2022; and,
- (c) a proposal for the post-wedding brunch on Sunday, April 9, 2022.

29. Each of the Proposals required the signature of both Peltz and PDE to become binding contracts. And even then, each of the Proposals allowed Peltz a right of termination if exercised within seven days from the date of their execution (the “Effective Date”). In the event the termination option was exercised, Peltz was entitled to a full refund of any deposit paid by Peltz. Specifically, paragraph 5 states, in each case:

Client may cancel this Agreement up to seven (3) calendar days from the Effective Date and receive a full refund of the initial deposit.

30. On March 1, 2022, Peltz’s lawyer sent PDE revisions to the Proposals. Among other things, the March 1 revisions updated the “Effective Date” to March 1, 2022. Consequently, had the Proposals after negotiation been accepted by the parties (as evidenced by

their signatures affixed thereto), Peltz would have had until March 8, 2022 to cancel the agreements and receive a full refund of any deposit.

31. Despite efforts to reach agreement, the parties never had a meeting of the minds with respect to the terms of any of the Proposals. None of the Proposals were ever signed by the parties. None of the Proposals ever became an enforceable contract.

32. Despite having not reached mutual assent on the terms of the Proposals, at the insistence of PDE, and as an act of good faith to continue negotiating, Peltz sent \$159,000.00 to PDE on March 1, 2022 (the “Deposit”).

33. Peltz sent the Deposit because he believed that the Deposit would be fully refunded if an agreement could not be reached with respect to the Proposals.

D. PDE’s Incompetence and Unprofessionalism

34. From approximately February 24, 2022 through March 4, 2022, Peltz, Peltz’s family and representatives, and PDE continued to communicate via phone call, e-mail and text messages regarding the tasks that PDE needed to accomplish in connection with the planning of the wedding.

35. Because the vast majority of the elements of the wedding had already been planned, PDE’s primary task was to address several issues with the RSVP list.

36. Over the course of the next several days, while negotiations regarding the Proposals continued, it became apparent to Peltz that PDE, individually and collectively, had seriously misrepresented their skills and abilities and, in fact, lacked the necessary skills to perform.

37. PDE missed promised deadlines and failed to attend scheduled meetings. By way of example, and not limitation:

(a) One such meeting was scheduled for March 1, 2022 with Grijalba and Braghin. But at the last-minute Grijalba announced that she could not attend because she had forgotten that a closing for a house that she had purchased was scheduled for the same time. For that same meeting, Braghin showed up late to the 10:30 meeting.

(b). On numerous occasions, Nicola requested that PDE update her on its progress with respect to the RSVP list but PDE was non-responsive.

(c). Over the course of several days, Nicola asked for updates regarding the status of a certain RSVP e-mails that PDE had proposed to send out to the invitees and repeatedly asked PDE to list the guests that PDE knew were attending. Instead of providing Nicola with the requested information, PDE promised Nicola that they would be sending her a “live link” that Nicola could access. But PDE never delivered a functioning “live link” to Nicola.

(d). On March 4, 2022, PDE promised Peltz and Nicola that PDE had sent out certain RSVP emails and again assured Nicola that she would receive the “live link” that day. However, shortly after the “live link” was finally delivered, Nicola discovered that the RSVP information was riddled with errors. *See* text messages attached as **Exhibit “2.”** When Nicola brought these glaring errors to PDE’s attention, PDE incredulously contended that the RSVPs were being properly managed. But at the same time, PDE told Peltz that they did not yet fully understand the RSVP system that they themselves had suggested using.

E. March 4, 2022: The Day of Reckoning

38. Although PDE attempted to take on some of the tasks to which they would be charged were a contract ever signed, PDE failed to complete in a satisfactory manner any material tasks including, but not limited to, failing to complete the wedding RSVP list.



39. During their nine days of negotiations, PDE failed to book a single new wedding vendor, failed to finalize the terms of any agreements with any of the vendors that had previously been selected by Peltz and his family and failed to attend previously scheduled meetings with Peltz.

40. On March 4, 2022, Peltz and PDE attended a telephone conference during which Peltz asked PDE to explain why they were unable to finalize the RSVP list and to provide their plan of action (if any) to resolve the RSVP debacle.

41. Grijalba admitted that PDE's errors made her "look[]like a fool." *See* text messages, attached as **Composite Exhibit "3."**

42. On that same March 4, 2022 call, Grijalba broke down and cried. She attributed her failure and that of her team to the magnitude of the project. She told Peltz that she was so stressed out that she "needed a tequila."

43. References to alcohol use and possible abuse were not unusual. On a different occasion, Braghin told Nicola, Brooklyn and Mrs. Peltz that she needed a tequila because her "head [was] about to explode." *See* text messages, attached as **Exhibit "4."**

44. Admitting that they lacked the skills to perform as promised, PDE recommended hiring an additional wedding planner.

F. PDE's Refusal to Return the Deposit

45. Based upon PDE's obvious shortcomings, the glaring deficiencies in the skills of PDE, their willingness to distort the truth, and their lack of commitment to the project, Peltz decided not to hire PDE. Peltz provided notice of his decision on March 4, 2022 (the "Notice").

46. With less than two months to go before the wedding, Peltz had to quickly hire another wedding planner in order clean up the mess caused by PDE's ineptitude. Peltz ended up

hiring wedding planner Michelle Rago of Michelle Rago Destinations (“Rago Destinations”), who, notwithstanding the even shorter timeframe in which to complete to necessary tasks (including finalizing an accurate guest list), was able to do so in time for the entire wedding celebration to occur as planned. However, given the compressed time frame between Peltz’s hiring of Rago Destinations and the wedding celebration and because Rago Destinations had to perform substantial work in order to remedy PDE’s mistakes, Peltz was forced to pay Rago Destinations a substantially higher fee than what the Rago Destinations would have charged under normal circumstances.

47. On March 6, 2022, Braghin wrote Peltz and Mrs. Peltz asking that the Peltz’s not disclose PDE’s poor performance. The email stated: “[i]n order to avoid negative gossip, we would appreciate that in the case you are asked to comment on our departure, that your answer reflects, the efforts, work, and good attitude we put into the process and no professional reason for our detachment.” A copy of the March 6, 2022 email is attached as **Exhibit “5.”**

48. On March 14, 2022, Peltz, through a representative, demanded that PDE return the Deposit on the basis of continuing good faith negotiations and also under the belief that *even if* a contract had been agreed upon and signed, the contract under its terms, the parties contemplated a right to terminate within seven days of the Effective Date.

49. Because no agreement had ever been reached, and in any case, the request was made within seven days, the request to return the Deposit should have been a mere formality.

50. Again on March 25, 2022, Peltz, through counsel, formally demanded return of the \$159,000.00 (the entire Deposit amount). A true and correct copy of the Demand Letter is attached hereto as **Exhibit “6”**.

51. PDE has failed and refused to return any portion of the Deposit.

52. All conditions precedent to bringing this action, if any, have been performed or have been excused or have been waived.

53. Peltz has retained undersigned counsel to bring this action and have agreed to pay a reasonable fee for those services.

**COUNT 1**  
**(Unjust Enrichment)**

54. Peltz repeats and re-alleges the allegations contained in paragraphs 1 through 53 above as if stated fully herein.

55. This is an action for unjust enrichment against Plan Design.

56. On March 1, 2022, Peltz delivered the Deposit to Plan Design, and in doing so, Peltz conferred a benefit on Plan Design.

57. Plan Design had knowledge of the benefit conferred by Peltz on Plan Design.

58. Plan Design requested and received from Peltz the Deposit on the understanding that the Deposit would be refundable if Peltz elected not to hire Plan Design.

59. Plan Design voluntarily accepted and retained the Deposit.

60. Peltz elected not to hire Plan Design.

61. Peltz has demanded Plan Design refund the Deposit, but to date, Plan Design has failed to refund the Deposit to Peltz.

62. The circumstances render Plan Design's retention of the Deposit inequitable.

63. Plan Design has been unjustly enriched at the expense of Peltz.

WHEREFORE, Peltz demands judgment against Plan Design for damages, pre-judgment and post-judgment interest and any such other or additional relief deemed just and proper.

**COUNT 2**  
**(Money Had and Received)**

64. Peltz reasserts and realleges the allegations contained in paragraphs 1 through 53 of the Complaint, as if stated fully herein.

65. Peltz brings this claim for money had and received.

66. Plan Design requested and received from Peltz the Deposit on the understanding that the Deposit would be refundable if Peltz elected not to hire Plan Design.

67. Plan Design obtained the Deposit from Peltz by making fraudulent misrepresentations to Peltz on Plan Design's website and in person that Plan Design had the qualifications, experience, expertise, and capability necessary to plan Peltz's daughter's wedding, and tricking Peltz into believing that Plan Design was capable of and would in fact complete the planning of the wedding, including the wedding RSVP list and the coordination and booking of wedding vendors.

68. Peltz is entitled to return of the Deposit.

69. Plan Design has no legal or equitable right to claim the Deposit, and Plan Design should be compelled to return the Deposit to Peltz.

70. Peltz has made proper demand to Plan Design for return of the Deposit, but to date, Plan Design has failed to return the Deposit to Peltz and continues to retain the Deposit without any legal justification, therefore.

71. As a direct and proximate result of the foregoing, Peltz has been damaged.

WHEREFORE, Peltz demands judgment against Plan Design for compensatory damages, pre-judgment and post-judgment interest and any such other or additional relief deemed just and proper.

**COUNT 3**  
**(Fraud in the Inducement)**

72. Peltz repeats and realleges each and every allegation of Paragraphs 1 through 53 above, as if fully set forth herein.

73. PDE made false and materially misleading representations to Peltz on their website and in person that they had the qualifications, expertise, and experience necessary to plan Peltz's daughter's wedding.

74. In particular, on PDE's website, [www.plandesignevents.com](http://www.plandesignevents.com), Plan Design, Grijalba and Braghin falsely claim:

- (a) to be specialists in event planning and design.
- (b) that Grijalba and Braghin, had planned numerous "spectacular", "elegant" and "one of a kind" weddings, bar and bat mitzvahs, birthday parties and other VIP events at iconic South Florida locations such as the Adrienne Arscht Center, the New World Symphony, the Alfred Dupont Building, the Miami Open, and Star Island;
- (c) that PDE events are "flawless to the very last moment";
- (d) that Grijalba and Braghin have "combined [their] experience in design and logistics with [their] obsession with details, to bring uncompromising quality and magic to every aspect of the events [they] produce";
- (e) Grijalba's "organization and logistical skills are unparalleled, as is her knowledge regarding catering", that she "has been taught that nothing but flawless is good enough" and that she "mak[es] sure no detail ever goes unnoticed." and,
- (f) that PDE "make[s] dreams come true."

75. On February 23, 2022, during an introductory phone call between Peltz and Braghin, Peltz explained to Braghin the status of the event planning and his desire to hire a

wedding planner that was capable of substituting for Preston Bailey. Peltz discussed the tasks to be completed, including engaging suitable musicians and performers, coordinating and finalizing arrangements with the other wedding vendors, and digitization and over-sight of the RSVP list. Braghin was told of the urgency of the project – the wedding being only six weeks away – and Peltz asked Braghin whether she, Grijalba and PDE had the skills and experience to undertake and successfully complete the project. Braghin falsely promised Peltz that she, Grijalba and Plan Design were up to the task.

76. On that same February 23, 2022 phone call, Peltz and Braghin engaged in preliminary discussions regarding the business terms of the PDE engagement. Among other false representations made by Braghin in order to convince Peltz to utilize PDE’s services, Braghin represented to Peltz that PDE were experts in wedding planning and had vast experience planning, designing and organizing large-scale, high-end weddings.

77. On that same February 23, 2022 phone call, Claudia specifically asked Braghin what was the largest wedding that PDE had planned. In response, Braghin falsely stated that PDE had planned a wedding in Dubai that was attended by over one thousand people.

78. Plan Design, Braghin, and Grijalba knew, or should have known, that these misrepresentations were false and misleading when they made them.

79. Plan Design, Braghin, and Grijalba knew that Peltz was relying on these false and materially misleading representations when Peltz paid PDE the Deposit.

80. Plan Design, Braghin, and Grijalba intended for Peltz to rely on these representations.

81. Peltz reasonably and justifiably relied to his detriment on these representations in paying the Deposit to PDE.

82. Peltz would not have agreed to pay the Deposit to PDE if Peltz had known that PDE's representations were false.

83. As a direct and proximate result of PDE's fraudulent misrepresentations inducing Peltz to pay the Deposit, Peltz has suffered pecuniary injury.

84. In addition, as a direct and proximate result of PDE's fraudulent misrepresentations, which caused Peltz to waste nine-days dealing with PDE in lieu of a competent wedding planner, Peltz has suffered consequential damages for the cost of paying Rago Destinations an increased fee to plan and finalize the wedding celebration in a compressed time frame and to remedy PDE's mistakes.

WHEREFORE, Peltz demands judgment against Plan Design, Grijalba and Braghin, for damages, including consequential damages, plus costs and such other and further relief as this Court deems just and proper.

**COUNT 4**  
**(Violation of Florida Deceptive and Unfair Practices Act)**

85. Peltz repeats and realleges each and every allegation of Paragraphs 1 through 53 above, as if fully set forth herein.

86. This is an action for relief under Section 501.201, *et seq.*, Florida Statutes (the Florida Deceptive and Unfair Trade Practices Act).

87. Section 501.203(7), Florida Statutes, defines a "Consumer" to mean "an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination." Peltz is a "Consumer" for purpose of the Florida Deceptive and Unfair Trade Practices Act.

88. Section 501.203(8), Florida Statutes, defines “Trade or commerce” to mean “the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. ‘Trade or commerce’ shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.” The provision of wedding planning services by Plan Design and Plan Design’s advertisement of its wedding planning services as described herein constitutes “trade or commerce” for purposes of the Florida Deceptive and Unfair Trade Practices Act.

89. Section 501.204(1), Florida Statutes, provides that “Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

90. Plan Design engaged in unconscionable, unfair and deceptive acts and practices in the conduct of trade and commerce when Plan Design falsely represented to Peltz on Plan Design’s website, on the telephone, and in person that Plan Design had the qualifications, experience, expertise, and capability necessary to plan Peltz’s daughter’s wedding.

91. As a result of Plan Design’s engagement in the unconscionable, unfair and deceptive acts and practices in the conduct of trade and commerce as set forth herein, Peltz suffered, and will suffer, damages. Peltz may recover its actual damages, as alleged herein, plus attorneys’ fees and costs. *See* Fla. Stat. § 501.211.

92. As a result of Plan Design’s engagement in the unconscionable, unfair and deceptive acts and practices in the conduct of trade and commerce as set forth herein, Peltz is entitled to his attorneys’ fees and costs pursuant to, and as provided for in, Sections 501.211 and 501.2105, Florida Statutes.



WHEREFORE, Peltz demands judgment against Plan Design for actual damages, together with interest, costs, attorneys' fees (as provided for in Sections 501.211 and 501.2105, Florida Statutes, and as otherwise provided by law) and such other additional relief as this Court deems just and appropriate.

Respectfully submitted,

**GREENBERG TRAURIG, P.A.**  
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By:     /s/ Michael N. Kreitzer    

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# **Exhibit 1**

Nelson Peltz  
548 North Country Road  
Palm Beach, FL 33480

February 23, 2022

Plan Design Events, Inc.  
7028 S.W 46<sup>th</sup> Street  
Miami, Florida 33155  
Attention: Ms. Nicole Eichenwald Braghin  
Email: nicole@plandesignevents.com

Dear Nicole:

From time to time, I, as well as certain of my family members and my and their respective affiliates and representatives, may furnish you, and/or has already furnished you, certain confidential information regarding myself, my family members and an event which I am planning for my daughter's wedding, and any such information furnished or made available to you, whether in writing, orally or otherwise (including without limitation the terms of this agreement and any other agreements I have entered into with vendors), shall be referred to herein as "Confidential Information". You agree to (i) keep the Confidential Information confidential, (ii) not disclose any Confidential Information to any other person, other than such of your employees and legal and tax advisors (collectively, "Representatives") as you determine need to know such information in order to advise you in connection with potential discussions you may have with regard to planning an event for my daughter's wedding (the "Purpose"), which persons shall be informed of the confidential nature of the Confidential Information and the restrictions set forth herein and shall agree, or shall be obligated by professional duty, to keep such information confidential and to comply with the other restrictions set forth herein and (iii) use the Confidential Information solely for the Purpose. You agree to be responsible for any breach of this agreement by any of your Representatives.

The term "Confidential Information" does not include information that (i) is or becomes generally available to the public after the date hereof, other than as a result of a disclosure by you or any of your Representatives in violation of the terms of this agreement or (ii) is or becomes available to you on a non-confidential basis from a source other than us, provided that such source is not known by you to be bound by a confidentiality agreement or other obligation of secrecy with respect to such information.

In the event that you or any of your Representatives are required by (x) deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or (y) any regulatory agency or authority, or any securities or commodities exchange, having competent jurisdiction over you or such Representative, as applicable (each, a "Legal Request or Requirement"), to disclose any of the Confidential Information, you agree that you shall promptly notify me in writing of the existence, terms and circumstances of any such Legal Request or Requirement, if legally permissible, so that I may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from me, you or any of your Representatives are nonetheless legally compelled to disclose Confidential Information, you or any of your Representatives may, without liability hereunder, disclose only that portion of the Confidential Information that your or your Representative's legal counsel advises is legally required to be disclosed, provided that you and

your Representatives shall exercise reasonable best efforts to preserve the confidentiality of such Confidential Information, including, without limitation, by cooperating with me to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information.


Upon our written request, all Confidential Information supplied to you pursuant to this agreement (and all copies, extracts or other reproductions in whole or in part thereof) shall be promptly returned to us or destroyed (with such destruction to be confirmed to me in writing, including via email). All documents, memoranda, notes and other writings whatsoever prepared by you or your Representatives that contains or is based on Confidential Information ("Derivative Work") shall be destroyed. All Confidential Information and Derivative Work stored electronically shall be permanently deleted. Notwithstanding the foregoing, you and your Representatives shall not be required to return or destroy any Confidential Information or Derivative Works (i) included in automated electronic backup files maintained in accordance with your or your Representatives' internal record retention policies or (ii) that are required to be retained in order to comply with applicable laws or regulations. Notwithstanding the destruction, deletion and/or retention of Confidential Information and/or Derivative Works, you and your Representatives shall continue to be bound by the obligations of confidentiality and other obligations under this agreement.

Each party to this agreement agrees that no contract or agreement or any employment, consulting or other arrangement shall be deemed to exist between you, on the one hand, and me, my family members or any of our respective affiliates, on the other hand, unless and until definitive written documentation between you and the applicable entity has been executed and delivered.

This agreement supersedes all prior agreements and constitutes the entire agreement between us with respect to the subject matter hereof. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. You hereby (a) submit to the exclusive jurisdiction of any State and Federal court sitting in Florida with respect to all actions and proceedings arising out of or relating to this agreement, (b) agree that all claims with respect to any such action or proceeding may be heard and determined in such State or Federal courts, and (c) waive, to the fullest extent permitted by applicable law, any objection which you now or hereinafter may have to personal jurisdiction or the laying of venue brought in any such court referred to in this paragraph and agree not to plead or claim the same.

You recognize and acknowledge the competitive value and confidential nature of the Confidential Information and that irreparable damage may result to me or my family members if information contained therein or derived therefrom is disclosed to any person except as herein provided or is used for any purpose other than the Purpose. You further understand and agree that money damages may not be a sufficient remedy for any breach of this agreement by you or your Representatives and that I shall be entitled to equitable relief, including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of this agreement, and you agree not to oppose the seeking of such relief on the grounds that there is an adequate remedy at law, and you further agree to waive any requirement for the seeking or posting of any bond in connection with any such remedy. No failure or delay by us in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

This agreement may be executed by facsimile, pdf signatures or other electronic means (e.g., DocuSign) and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.



If you are in agreement with the foregoing, please sign and return one copy of this agreement.

Very truly yours,

\_\_\_\_\_  
Nelson Peltz

Agreed to and Accepted  
as of the date first written above

PLAN DESIGN EVENTS, INC.

By: 

Name: Nicole Eichenwald Braghin  
Title: Managing Partner

# **Exhibit 2**



the real planners >

wrong data , that's why  
give me a sec

Nicola Peltz ❤️❤️❤️❤️

The email is correct for  
him

+1 (786) 444-3977

Then I pulled the wrong  
database. Im a wedding  
planner not a tech lol 😂  
give me a sec I will not let  
this defeat me ;)

can someone please call  
me

Nicola Peltz ❤️❤️❤️❤️

I'm tired of catching  
mistakes on this rsvp list  
honestly.

+1 (786) 444-3977

iMessage input field with camera, attachments, and voice recording icons



# **Composite Exhibit 3**





the real planners >

NP

We spoke to him

He cant come so explain why you said he rsvpd yes

NP

+1 (786) 444-3977



Give me a sec

sure

+1 (786) 444-3977

Give me a sec because this system for RSVP it's new to me , I haven't got a chance to learn how to pull out the data . By the urgency and wanting to help you , by mistake we sent you everyone that entered the link today , Im learning now how to filter the exact information you



iMessage





the real planners >

the exact information you need to explain to my Asistant and she can dedicate from now on to do this with undivided attention. I need time to do this . I'm going to take a moment learn the app and send you the information, I hate looking like a fool but I hate the most not giving you what you need ASAP. I will be back soon ;)



Nicola Peltz ❤️❤️❤️❤️

That's not true

NP

He didn't rsvp AT ALL

+1 (786) 444-3977

Then the email from him was wrong or o pulled the



iMessage



# **Exhibit 4**



the real planners >

catering etc etc etc



Good?

Nicola Peltz ❤️❤️❤️❤️

[310.779.1432](tel:310.779.1432)

NP

Katie goodwin

+1 (786) 444-3977



Now I'm going for a tequila my head is about to explode 🤪❤️🙏! But I'm here if you need me

Nicola Peltz ❤️❤️❤️❤️

NP

Yes queen!!!!!!

ACTING LA - NANCY BANKS



iMessage



# **Exhibit 5**

**From:** Nicole Braghin <[nicole@plandesignevents.com](mailto:nicole@plandesignevents.com)>  
**Date:** March 6, 2022 at 8:54:44 AM EST  
**To:** "Peltz, Nelson" <[NPeltz@trianpartners.com](mailto:NPeltz@trianpartners.com)>, "Peltz, Claudia" <[CPeltz@trianpartners.com](mailto:CPeltz@trianpartners.com)>  
**Cc:** Arianna Grijalba <[arianna@plandesignevents.com](mailto:arianna@plandesignevents.com)>  
**Subject:** Moving forward

Good morning Claudia and Nelson,

In order to avoid negative gossip, we would appreciate that in the case you are asked to comment on our departure, that your answer reflects the efforts, work, and good attitude we put into the process and no professional reason for our detachment. Which was the reality behind the decision.

We will say: we are under an NDA and can not comment.

This keeps us both in a very good place.

We really wish you and the family a fantastic event, and Rishi will take great care of you as we had planned. We are sure as you even said, that our paths will cross in the future as I truly feel we had a great connection with you and Claudia, and both parties respected each others expertise and kindness.

Warmest regard,

Nicole and Arianna

The logo for PLAN Design EVENTS. The word "PLAN" is in a simple, uppercase, sans-serif font. "Design" is written in a large, elegant, cursive script. "EVENTS" is in a smaller, uppercase, sans-serif font, spaced out below "Design".

Nicole Eichenwald Braghin  
Managing Partner & Event Designer

7028 S.W 46th Street  
Miami-Florida 33155 USA  
o: +1 (786)857-6253  
m:+1 (305)-788-1963

[nicole@plandesignevents.com](mailto:nicole@plandesignevents.com)

[www.plandesignevents.com](http://www.plandesignevents.com)

Social Media: @plandesignevents

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RECEIPT BY ANYONE OTHER THAN THE NAMED RECIPIENT(S) IS NOT A WAIVER OF ANY WORK PRODUCT OR OTHER APPLICABLE PRIVILEGE.

# **Exhibit 6**



Michael N. Kreitzer  
Tel 305.579.0790  
Fax 305.579.0717  
kreitzerm@gtlaw.com

March 25, 2022

Arianna Grijalba  
Nicole Braghin  
Plan Design Events, Inc.  
7028 SW 46<sup>th</sup> Street  
Miami, FL 33155  
[arianna@plandesignevents.com](mailto:arianna@plandesignevents.com)  
[nicole@plandesignevents.com](mailto:nicole@plandesignevents.com)

Re: DEMAND FOR RETURN OF DEPOSIT AND NOTICE OF CIVIL  
THEFT  
Peltz v. Plan Design Events, Inc. (“PDE”)

Dear Messrs. Grijalba and Braghin:

Our law firm represents Nelson and Claudia Peltz. We understand from our review of various emails, draft documents and witness interviews that earlier this month you and the Peltz’s had preliminary business discussions regarding the possibility of providing wedding planning services in connection with the wedding of Mr. Peltz’s daughter. Given certain time urgencies, you requested, and Mr. Peltz agreed, to send you a deposit on March 1, 2022 in the amount of \$159,000.00.

Of course, Mr. Peltz ultimately decided not to hire PDE and no contracts were signed. Notice of the same was provided on March 4, 2022.

On March 14, 2022, Mr. Peltz, through his representative, requested that you return his deposit. To his and our astonishment, you have frivolously claimed that the deposit was “non-refundable.” Your misguided argument to retain the funds appears to be based on a fundamental misunderstanding of your rights. Since no agreements were ever executed between Mr. Peltz and PDE (and, in fact, were still

**Greenberg Traurig, P.A. | Attorneys at Law**

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Albany. Amsterdam. Atlanta. Austin. Berlin\*. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London.\* Long Island. Los Angeles. Mexico City\*. Miami. Milan\*. Minneapolis. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Portland. Sacramento. Salt Lake City. San Francisco. Seoul\*. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv\*. Tokyo\*. Warsaw\*. Washington, D.C. West Palm Beach. Westchester County.

being negotiated), any suggestion that the draft agreements afforded you or PDE rights to keep the deposit is seriously misguided. And to underscore how meritless your position is, we refer you to the agreement you signed on February 23, 2022, a copy of which is attached, in which PDE agreed, among other things, to keep confidential certain information and further agreed that:

“Each party to this agreement agrees that no contract or agreement or any employment, consulting or other arrangement shall be deemed to exist between you, on the one hand, and me, my family members or any of our respective affiliates, on the other hand, unless and until definitive written documentation between you and the applicable entity has been executed and delivered”

In short there is no legal or equitable basis for you to retain these monies and your failure to return the funds constitutes a civil theft.

Without suggesting any merit to your frivolous argument, even if the draft agreements were somehow enforceable – which they are not – Mr. Peltz would still be entitled to the return of his deposit since Mr. Peltz terminated the relationship on March 4, 2022, well within the time frame contemplated by the language in those draft agreements under which Mr. Peltz would be entitled to a full refund.

Accordingly, this letter shall serve as Mr. Peltz’s final demand for immediate return of the deposit. **Complete payment of the deposit totaling \$159,000.00 must be delivered to the undersigned on or before March 29, 2021.**

In the event you fail to respond or otherwise refuse to comply with the terms of this letter, Mr. Peltz has directed us to pursue all available remedies, both at law and in equity, against PDE and each of you individually to obtain return of the misappropriated deposit, plus three-times damages, attorney’s fees and costs.

Should you fail to timely return the funds as demanded above, and suit is filed, this letter further constitutes demand under Florida Statute § 772.11 (Civil Remedy for Theft or Exploitation) for the payment of the treble damage amount of \$477,000.00. Pursuant to law, “if the person to whom a written demand [under 772.11] is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for

March 25, 2022

Page 3

the specific act of theft or exploitation by the person making the written demand.”  
Fla. Stat. § 772.11.

**PLEASE GOVERN YOURSELVES ACCORDINGLY.**

Very truly yours,

GREENBERG TRAUIG, P.A

By: \_\_\_\_\_

MICHAEL KREITZER

Nelson Peltz  
548 North Country Road  
Palm Beach, FL 33480

February 23, 2022

Plan Design Events, Inc.  
7028 S.W. 46<sup>th</sup> Street  
Miami, Florida 33155  
Attention: Ms. Nicole Eichenwald Braghin  
Email: nicole@plandesignevents.com

Dear Nicole:

From time to time, I, as well as certain of my family members and my and their respective affiliates and representatives, may furnish you, and/or has already furnished you, certain confidential information regarding myself, my family members and an event which I am planning for my daughter's wedding, and any such information furnished or made available to you, whether in writing, orally or otherwise (including without limitation the terms of this agreement and any other agreements I have entered into with vendors), shall be referred to herein as "Confidential Information". You agree to (i) keep the Confidential Information confidential, (ii) not disclose any Confidential Information to any other person, other than such of your employees and legal and tax advisors (collectively, "Representatives") as you determine need to know such information in order to advise you in connection with potential discussions you may have with regard to planning an event for my daughter's wedding (the "Purpose"), which persons shall be informed of the confidential nature of the Confidential Information and the restrictions set forth herein and shall agree, or shall be obligated by professional duty, to keep such information confidential and to comply with the other restrictions set forth herein and (iii) use the Confidential Information solely for the Purpose. You agree to be responsible for any breach of this agreement by any of your Representatives.

The term "Confidential Information" does not include information that (i) is or becomes generally available to the public after the date hereof, other than as a result of a disclosure by you or any of your Representatives in violation of the terms of this agreement or (ii) is or becomes available to you on a non-confidential basis from a source other than us, provided that such source is not known by you to be bound by a confidentiality agreement or other obligation of secrecy with respect to such information.

In the event that you or any of your Representatives are required by (x) deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or (y) any regulatory agency or authority, or any securities or commodities exchange, having competent jurisdiction over you or such Representative, as applicable (each, a "Legal Request or Requirement"), to disclose any of the Confidential Information, you agree that you shall promptly notify me in writing of the existence, terms and circumstances of any such Legal Request or Requirement, if legally permissible, so that I may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from me, you or any of your Representatives are nonetheless legally compelled to disclose Confidential Information, you or any of your Representatives may, without liability hereunder, disclose only that portion of the Confidential Information that your or your Representative's legal counsel advises is legally required to be disclosed, provided that you and



your Representatives shall exercise reasonable best efforts to preserve the confidentiality of such Confidential Information, including, without limitation, by cooperating with me to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information.

Upon our written request, all Confidential Information supplied to you pursuant to this agreement (and all copies, extracts or other reproductions in whole or in part thereof) shall be promptly returned to us or destroyed (with such destruction to be confirmed to me in writing, including via email). All documents, memoranda, notes and other writings whatsoever prepared by you or your Representatives that contains or is based on Confidential Information ("Derivative Work") shall be destroyed. All Confidential Information and Derivative Work stored electronically shall be permanently deleted. Notwithstanding the foregoing, you and your Representatives shall not be required to return or destroy any Confidential Information or Derivative Works (i) included in automated electronic backup files maintained in accordance with your or your Representatives' internal record retention policies or (ii) that are required to be retained in order to comply with applicable laws or regulations. Notwithstanding the destruction, deletion and/or retention of Confidential Information and/or Derivative Works, you and your Representatives shall continue to be bound by the obligations of confidentiality and other obligations under this agreement.

Each party to this agreement agrees that no contract or agreement or any employment, consulting or other arrangement shall be deemed to exist between you, on the one hand, and me, my family members or any of our respective affiliates, on the other hand, unless and until definitive written documentation between you and the applicable entity has been executed and delivered.

This agreement supersedes all prior agreements and constitutes the entire agreement between us with respect to the subject matter hereof. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. You hereby (a) submit to the exclusive jurisdiction of any State and Federal court sitting in Florida with respect to all actions and proceedings arising out of or relating to this agreement, (b) agree that all claims with respect to any such action or proceeding may be heard and determined in such State or Federal courts, and (c) waive, to the fullest extent permitted by applicable law, any objection which you now or hereinafter may have to personal jurisdiction or the laying of venue brought in any such court referred to in this paragraph and agree not to plead or claim the same.

You recognize and acknowledge the competitive value and confidential nature of the Confidential Information and that irreparable damage may result to me or my family members if information contained therein or derived therefrom is disclosed to any person except as herein provided or is used for any purpose other than the Purpose. You further understand and agree that money damages may not be a sufficient remedy for any breach of this agreement by you or your Representatives and that I shall be entitled to equitable relief, including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of this agreement, and you agree not to oppose the seeking of such relief on the grounds that there is an adequate remedy at law, and you further agree to waive any requirement for the seeking or posting of any bond in connection with any such remedy. No failure or delay by us in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

This agreement may be executed by facsimile, pdf signatures or other electronic means (e.g., DocuSign) and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.



If you are in agreement with the foregoing, please sign and return one copy of this agreement.

Very truly yours,

\_\_\_\_\_  
Nelson Peltz

Agreed to and Accepted  
as of the date first written above

PLAN DESIGN EVENTS, INC.

By: 

Name: Nicole Eichenwald Braghin  
Title: Managing Partner