

THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

JJ RENDON & ASSOCIATES STRATEGIC
CREATIVITY, LLC, a Florida company,

Plaintiff,

-v-

ROBERTO ARZU, an individual,

Defendant.

COMPLAINT

Plaintiff, JJ Rendon & Associates Strategic Creativity, LLC (“Plaintiff” of “JJ Rendon & Associates”) sues Defendant Roberto Arzu (“Defendant”) as follows:

I. JURISDICTION AND VENUE

1. This is an action for damages in excess of fifteen thousand (\$15,000.00) dollars, exclusive of attorneys’ fees, court costs, and interest.

2. Jurisdiction and venue are proper in Miami-Dade County, Florida, because the subject agreement was entered into in Miami-Dade County and dictates that any legal action, suit or proceeding be brought in a court in Miami, Florida and that the parties agree to jurisdiction in any federal or state court located in Miami, Florida.

II. THE PARTIES

3. JJ Rendon & Associates is a Florida limited liability company with its principal place of business in Miami, Florida.

4. Upon information and belief, Defendant Roberto Arzu is a citizen of the country of Guatemala.

III. FACTUAL BACKGROUND

5. Plaintiff JJ Rendon & Associates is a Florida limited liability company that provides, among other things, political consulting services.

6. JJ Rendon & Associates is headed by J.J. Rendon, a political strategist, psychologist, communicator, and publicist who has advised on campaigns at the presidential, state, and local levels. His experience includes twenty-eight presidential campaigns. Among other things, he was the strategist for President-Elect Juan Orlando Hernández in Honduras, incumbent President Porfirio Lobo's campaign in 2009, President Juan Manuel Santos in Colombia, and President Enrique Peña Nieto in Mexico.

7. In February of 2016, Defendant signed a contractual agreement (the "Contract") with Plaintiff pursuant to which Defendant agreed to pay \$5,250,000 for a variety of services, including consulting relating to Defendant's political campaign for the presidency of the Republic of Guatemala. *See* Exhibit A. The Contract also provided that Defendant would cover additional expenses incurred by Plaintiff relating to the services provided.

8. Under the Contract, Defendant agreed to pay Plaintiff \$1,500,000 on or before February 1, 2016, with additional amounts due at later dates as detailed in the agreement. *See id.*

9. Having reached an agreement with Defendant, Plaintiff began providing the agreed-upon services, including, among other things, mobilizing team members, arranging

meetings, conducting research, and preparing numerous documents and presentations for Defendant.

10. In connection with the services being provided, Plaintiff and the team members involved met with Defendant on multiple occasions.

11. For example, Plaintiff and Defendant attended meetings on February 3 and 4, 2016 for which Plaintiff had to mobilize individuals from multiple countries, including Avidel Villarreal from Panama, Hector Ivan Rodriguez from Argentina, Carlos Garcia from Mexico, and Ana Maria Ospina from Colombia. In addition, on February 22 and 23, 2016, Plaintiff and team members, including J.J. Rendon, Avidel Villareal, Hector Ivan Rodriguez, Carlos Garcia, and Ana Maria Ospina, met with Defendant and his team in connection with the services being provided. All of the costs associated with these meetings, including transportation, lodging, and meals were advanced by Plaintiff.

12. Plaintiff (through various individuals including J.J. Rendon) spent a substantial amount of time performing its duties under the Contract, including being involved with numerous telephone calls with Defendant, conducting in-depth research, and preparing a variety of documents at Defendant's request. Among other things, Plaintiff, through its team members, spent numerous working hours preparing survey questionnaires for national field surveys in Guatemala and focus group application guides as well as in-depth research schemes, reports, presentations, and territorial organization charts.

13. Plaintiff also contracted with third parties necessary to perform the agreed-upon services and advanced payments to those third parties on behalf of Defendant.

14. In addition, because of the significant time commitment involved with the services being provided to Defendant, Plaintiff was forced to turn down other business Plaintiff would otherwise not turned down.

15. Notwithstanding all of the above, Defendant has failed to pay Plaintiff the agreed-to amounts due under the terms of the Contract when those amounts were due. In fact, despite repeatedly communicating to Plaintiff that certain deposits were ready to be submitted, Defendant has not made a single payment.

IV. CLAIMS FOR RELIEF

COUNT I – BREACH OF CONTRACT

Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 15 as if fully set forth herein, and further alleges:

16. Plaintiff and Defendant entered into the Contract pursuant to which Plaintiff agreed to provide political consulting services, and Defendant agreed to pay Plaintiff \$5,250,000 and certain additional amounts incurred in connection with the services provided. *See* Ex A.

17. Defendant breached the Contract by, among other things, failing to pay Plaintiff the amounts due under the agreement.

18. As a proximate result of Defendant's breach, Plaintiff has suffered—and is entitled to collect from Defendant—damages that are estimated to exceed FIVE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$5,250,000).

V. JURY DEMAND

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

WHEREFORE, Plaintiff, JJ Rendon & Associates Creative Strategic, LLC, demands judgment against Defendant, Roberto Arzu, for its damages arising from Defendant's conduct,

including attorneys' fees, costs, and expenses. Plaintiff also demands such other relief as the Court and/or the Jury deems just and proper.

Dated: November 15, 2016

Respectfully submitted,

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