

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:16-CV-21746

BONAMAR, CORP.,

Plaintiff,

v.

TROY TURKIN and SUPREME CRAB &  
SEAFOOD, INC.,

Defendants.

---

**COMPLAINT**

Plaintiff Bonamar, Corp. ("Plaintiff") sues Defendants Troy Turkin ("Turkin") and Supreme Crab & Seafood, Inc. ("Supreme") (collectively, the "Defendants"), and alleges as follows:

**THE PARTIES**

1. Plaintiff is a Florida corporation having its principal place of business located at 7950 NW 53<sup>rd</sup> Street, Suite 336, Doral, FL 33166.
2. Turkin is a citizen of the State of Florida who resides at 5307 Saddle Wood Terrace, Parrish, FL 34219.
3. Supreme is a Florida corporation having its principal place of business located at 9600 NW 25<sup>th</sup> Street, Suite 3F, Miami, FL 33172.

**JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because

Plaintiff has asserted a claim for misappropriation of trade secrets under the Defend Trade Secrets Act of 2016 against Defendants. This Court has supplemental or pendant jurisdiction over Plaintiff's remaining claims pursuant to 28 U.S.C. §1367 because such claims are so related to Plaintiff's federal misappropriation of trade secrets claim that they form part of the same case or controversy under Article III of the United States Constitution.

5. Venue is appropriate in this judicial district under 28 U.S.C. §1391(b)(1) because both Defendants are residents of the State of Florida and Supreme is a resident of this judicial district. Venue is also appropriate in this judicial district under 28 U.S.C. § 1391(b)(2) because the events that gave rise to this complaint occurred in this district.

6. This Court has jurisdiction over Turkin pursuant to Fla. Stat. § 48.193 as he is engaging in a business venture in this state, committed various tortious acts within this state, owns real property in this state, and breached a contract in this state by failing to perform acts required by the contract to be performed in this state.

7. This Court has jurisdiction over Supreme pursuant to Fla. Stat. § 48.193 because it operates a business in this state, has an office for transaction of its customary business in this state, and committed various tortious acts in this state.

### **FACTS**

#### **A. Plaintiff's Business**

8. Plaintiff is an importer, exporter, and distributor of premium crab meat and various other seafood.

9. Its products are imported from around the world from areas such as South America, Southeast Asia, China, Mexico, and the Western Pacific Rim area.

10. Plaintiff's mission statement is to be known as a seafood specialist with emphasis

on crab meat, and Plaintiff has accomplished this through more than a decade of building meaningful and long-lasting relationships with customers and vendors alike.

11. Plaintiff's products, which are generally sold under "Sebastian" or "Crystal Harbor" labels, are available in major grocery stores and utilized in upscale restaurants throughout the United States and internationally. Plaintiff is a market leader in the products that it imports, exports, and distributes.

12. Plaintiff markets and sells its products primarily through its direct sales force. The sales cycle often begins with a sales lead generated through marketing efforts, customer referrals, and/or calls placed to prospective customers.

13. The market for Plaintiff's products is highly competitive. Plaintiff competes in the marketplace on the basis of freshness, quality, and price. There are dozens (if not hundreds) of other companies, each selling its own line of products, competing for the same customers and market share that Plaintiff services.

14. Plaintiff's success is dependent, in part, on its ability to protect its proprietary customer information (both current and prospective), packer information (the companies that Plaintiff contracts with to pack/export seafood products), and business forecast information. Plaintiff relies on a combination of copyright, trademark and trade secret laws, as well as confidentiality agreements and sales and licensing arrangements, to establish and protect its proprietary rights.

15. The value of this proprietary information to Plaintiff cannot be overstated. Plaintiff has spent many years and incurred substantial expense to both develop this proprietary information and safeguard it from competitors. In a highly competitive market, Plaintiff's trade secret information such as the names, contact information, and needs of current and prospective

customers gives Plaintiff a continuing competitive advantage. This information is not generally known and would be extremely difficult, if not impossible, to duplicate.

16. In addition to the protective measures described above, Plaintiff's employees are required to execute confidentiality agreements by which they agree to protect Plaintiff's proprietary information, acknowledge that the information is the sole property of Plaintiff, and agree to return any such information upon termination of their employment with Plaintiff.

**B. Turkin's Employment with Plaintiff**

17. In September 2013, Plaintiff completed its acquisition of certain assets from Crystal Harbor Seafood, LLC.

18. In connection therewith, Plaintiff absorbed certain members of Crystal Harbor Seafood's sales force/executive team and began selling additional brands and products that were previously sold by Crystal Harbor Seafood.

19. Turkin was one such employee that transitioned from Crystal Harbor Seafood to Plaintiff.

20. In August 2013, Plaintiff hired Turkin as its "Vice President of Marketing." As a condition of his employment, on August 21, 2013 Turkin executed an Employment Agreement (the "Agreement") which provided for the terms of Turkin's employment by Plaintiff. A true and correct copy of the Agreement is attached hereto as Exhibit "A."

21. The Agreement provides that all "work product" (defined as business and marketing strategies, customer lists, trademarks, trade secrets, etc.) developed by and/or participated in by Turkin during his employment with Plaintiff is the sole and exclusive property of Plaintiff:

**6. Ownership Of Employee Developments**

While employed by the Company, the Executive will devote all of his time and skills exclusively to the Company and will promptly disclose in writing to the Company all business and marketing strategies, customer lists, trademarks, trade secrets, inventions, improvements,

ideas or copyrightable works (collectively "Work Product") made by the Executive or participated in by the Executive during his employment by the Company. The Executive hereby assigns, and agrees to assign, to the Company all right, title and interest in the United States and all foreign countries in all such Work Product. The Executive will execute all papers and perform all lawful acts which the Company requests to secure for the Company such legal protection in the United States and foreign countries for such Work Product as the Company deems desirable for its own purposes, and the Executive will continue to cooperate in this manner even after his employment by the Company ends. If any Work Product is described in a patent, trademark, or copyright application or disclosed to third parties by the Executive within one (1) year after leaving the employ of the Company and which relates to the then existing or reasonably anticipated business of the Company, it is to be presumed that the Work Product was conceived during the period of the Executive's employment by the Company and the Work Product will belong to the Company unless proved to have been conceived after termination of such employment.

22. The Agreement further provides that immediately upon termination of Turkin's employment, he is required to return to Plaintiff all documents and materials pertaining to Plaintiff's business or Turkin's employment with Plaintiff:

**7. Return Of Materials**

Upon the request of the Company and, in any event, immediately upon the termination of the Executive's employment, the Executive will return to the Company all documents and materials pertaining to the Company's business or the Executive's employment (including all copies thereof), including without limitation, all materials and copies thereof relating to any confidential information of the Company.

23. During his employment with Plaintiff, Turkin's job responsibilities included, but were not limited to, directing and coordinating sales and marketing functions, developing and coordinating sales selling cycle and methodology, developing new customers for products and services, identifying marketing opportunities, developing sales/marketing budgets, participating in the development of new project proposals, promoting positive relations with partners,

vendors, and distributors, and other duties as assigned.

24. In December 2015, Turkin's title was changed slightly to Vice President of Sales and Marketing (from Vice President of Marketing) to more accurately reflect the functions he was performing for Plaintiff.

25. Plaintiff employed Turkin as Vice President of Sales and Marketing until March 22, 2016, at which time Turkin elected to terminate his employment with Plaintiff.

**C. Turkin's Breach of the Agreement and Tortious Conduct**

26. Following Turkin's termination of employment, Plaintiff began hearing from several of its longstanding customers that 'Troy at Supreme' was actively contacting them to sell substantially similar products to those sold by Plaintiff while undercutting the prices that Plaintiff had previously offered.

27. This news understandably concerned Plaintiff and therefore Plaintiff commissioned a forensic analysis of Turkin's work-issued laptop (which was returned to Plaintiff upon Turkin's termination of employment) and Plaintiff's own computer network to determine whether Turkin had improperly taken confidential data with him.

28. The forensic analysis reveals that, between February 22, 2016 and March 11, 2016, Turkin accessed a number of confidential and proprietary files on Plaintiff's computer network and copied them to an external USB flash drive.

29. Among the files copied by Turkin to this USB flash drive was one named "blue Swimming Customers.pdf" and one named "Retail POS" (point of sale).

30. These documents contain the name, contact information, and sales/pricing information of a substantial (if not all) of Plaintiff's customers and vendors.

31. Turkin had no legitimate business reason to copy such information to an external

flash drive in February/March 2016, and thus it appears he copied the information solely to breach the Agreement and gain an unfair competitive advantage over Plaintiff in his then-forthcoming business ventures.

32. In addition to improperly copying customer information, Turkin also deleted certain customer information from Plaintiff's customer database file in the days prior to his termination of employment.

33. The information deleted was for two accounts that Turkin was developing for Plaintiff during the first quarter of 2016.

34. When Plaintiff attempted to reassign these customer files to another employee following Turkin's termination of employment, Plaintiff discovered that the entire record had been deleted from the system prior to Turkin's departure.

**D. Turkin's Employment by Supreme and Contact with Plaintiff's Clients**

35. Immediately after terminating his employment with Plaintiff, Turkin accepted a position as Chief Operating Officer at Supreme, a direct competitor of Plaintiff.

36. While employed by Crystal Harbor, Turkin worked closely with Andy Walton (another Crystal Harbor salesman/executive) in developing client accounts and marketing Crystal Harbor's products to its customers.

37. While Turkin accepted a job with Plaintiff, Mr. Walton accepted employment with Supreme and has been a salesman/executive thereat for several years.

38. Supreme is owned by an Indonesian crab meat packer who, for the past several years, has been aggressively attempting to penetrate the distribution market by targeting Plaintiff's customers and employees.

39. Much like Plaintiff, Supreme sells 'blue swimming crab' through its sales force.

Supreme markets to the same demographic segment of prospective clients as Plaintiff and competed directly with Plaintiff on many accounts.

40. If Supreme were to obtain the data misappropriated by Turkin, it would gain an immediate competitive advantage over Plaintiff, and such would allow Supreme unfettered access to proprietary information that Plaintiff has fought to protect from its competitors.

41. It appears that Supreme directly solicited Turkin to terminate his employment and misappropriate the confidential data at issue in this action. Given the proximity between Turkin's misappropriation of Plaintiff's trade secrets/destruction of customer information and his acceptance of employment with Supreme, it is likely that Turkin provided Supreme with Plaintiff's trade secret information prior to terminating his employment with Plaintiff.

42. Prior to accepting employment with Plaintiff, Turkin had worked closely with the founders and several employees of Supreme.

43. In the months following Turkin's termination of employment, Plaintiff has been informed by several current and prospective clients that they were contacted by 'Troy at Supreme' to sell them substantially similar product (e.g. blue swimming crab) while undercutting price quotes previously made by Plaintiff.

44. The only way Turkin would have access to Plaintiff's client and/or pricing data is if he failed to return such data upon termination of employment (as required by the Agreement) or if he purposefully copied such data to the above-referenced flash drive prior to his departure.

45. Given Turkin's ability to deliver a list of Plaintiff's clients, contact information, and pricing information, Supreme rewarded him with a significant title (Chief Operating Officer) and, upon information and belief, promises of greater compensation than he was making with Plaintiff.

46. Plaintiff has retained the undersigned counsel and agreed to pay it a reasonable attorneys fee in connection with this matter for which Defendants are liable.

**CAUSES OF ACTION**

**COUNT ONE – MISAPPROPRIATION OF TRADE  
SECRETS UNDER THE DEFEND TRADE SECRETS  
ACT OF 2016 (18 U.S.C. § 1836(b)(1))  
(Turkin and Supreme)**

47. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as if fully alleged herein.

48. While employed by Plaintiff, Turkin obtained access to Plaintiff's confidential trade secret information, including customer information, watch lists, and forecast information.

49. The trade secret information obtained by Turkin is related to Plaintiff's products that are used in or intended for use in, interstate or foreign commerce. As stated above, Plaintiff sells its products throughout the United States and internationally and the customer/prospective customer information obtained by Turkin relates to a substantial number of these customers and products.

50. As expressly acknowledged in the Agreement, Plaintiff considers these items to be confidential and proprietary trade secrets, and it has taken reasonable steps as part of its ongoing standard operating procedures to maintain the confidential nature of this information.

51. Defendants have utilized and are continuing to utilize Plaintiff's confidential, proprietary and trade secret information to solicit Plaintiff's existing and prospective customers. In doing so, Defendants are maliciously and willfully using misappropriated confidential, proprietary, and trade secret information to their own advantage in direct competition with Plaintiff.

52. As a result of Defendants' misappropriation and use of the confidential,

proprietary and trade secret information, Defendants have violated the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1836(b)(1)).

53. As a direct and proximate result of Defendants' violation of the Defend Trade Secrets Act of 2016, Plaintiff has sustained substantial damages in an amount that will be established at trial of this matter.

54. Defendants' actions in converting and misappropriating Plaintiff's confidential, proprietary and trade secret information for their own gain were willful, wanton, and malicious, and were taken with reckless disregard for the rights of Plaintiff.

55. Defendants' actions have caused and will continue to cause Plaintiff irreparable harm if not preliminarily and permanently enjoined.

56. Plaintiff has no adequate remedy at law.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory and exemplary damages, preliminary and permanent injunctive relief, prejudgment interest, an award of costs and reasonable attorneys' fees pursuant to 18 U.S.C. § 1836(b)(3)(D), and such other relief as the Court deems just and proper.

**COUNT TWO – MISAPPROPRIATION OF TRADE SECRETS  
UNDER FLORIDA'S UNIFORM TRADE SECRETS ACT  
(Turkin and Supreme)**

57. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as if fully alleged herein.

58. While employed by Plaintiff, Turkin obtained access to Plaintiff's confidential trade secret information, including customer information, watch lists, and forecast information.

59. As expressly acknowledged in the Agreement, Plaintiff considers these items to be confidential and proprietary trade secrets, and it has taken reasonable steps as part of its

ongoing standard operating procedures to maintain the confidential nature of this information.

60. Defendants have utilized and are continuing to utilize Plaintiff's confidential, proprietary and trade secret information to solicit Plaintiff's existing and prospective customers. In doing so, Defendants are maliciously and willfully using misappropriated confidential, proprietary, and trade secret information to their own advantage in direct competition with Plaintiff.

61. As a result of Defendants' misappropriation and use of the confidential, proprietary and trade secret information, Defendants have violated Fla. Stat. § 688.001 *et seq.*, Florida's Uniform Trade Secrets Act.

62. As a direct and proximate result of Defendants' violation of Florida's Uniform Trade Secrets Act, Plaintiff has sustained substantial damages in an amount that will be established at trial of this matter.

63. Defendants' actions in converting and misappropriating Plaintiff's confidential, proprietary and trade secret information for their own gain were willful, wanton, and malicious, and were taken with reckless disregard for the rights of Plaintiff.

64. Defendants' actions have caused and will continue to cause Plaintiff irreparable harm if not preliminarily and permanently enjoined.

65. Plaintiff has no adequate remedy at law.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, preliminary and permanent injunctive relief, prejudgment interest, an award of costs and reasonable attorneys' fees pursuant to Fla. Stat. §§ 688.005 and 542.335(1)(k), and such other relief as the Court deems just and proper.

**COUNT THREE – BREACH OF CONTRACT  
(Turkin)**

66. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as if fully alleged herein.

67. The Agreement is a binding, enforceable contract existing between Plaintiff and Turkin.

68. The Agreement provides that all ‘work product’ (as that term is defined therein) developed by and/or participated in by Turkin during his employment with Plaintiff is the sole and exclusive property of Plaintiff. The Agreement further provides that immediately upon termination of Turkin’s employment, he is required to return to Plaintiff all documents and materials pertaining to Plaintiff’s business or Turkin’s employment with Plaintiff.

69. Turkin breached the Agreement by the conduct alleged herein. Specifically, prior to his last day of employment, Turkin copied highly sensitive and confidential information regarding Plaintiff’s customers, prospective customers, contacts, and pricing information. Further, Turkin deleted prospective customer information from Plaintiff’s customer database so that he could target the same customers through his new employment with Supreme.

70. Turkin did not return the documents to Plaintiff required to be returned under the Agreement – rather, he retained Plaintiff’s confidential and proprietary information and used such to actively and directly compete against Plaintiff subsequent to his termination of employment.

71. Upon information and belief, Turkin is still in possession of Plaintiff’s trade secret, confidential and proprietary data, is now employed by a direct competitor of Plaintiff, and is using Plaintiff’s data to gain a competitive advantage in his business.

72. Turkin’s breaches of the Agreement are ongoing, and have already caused and will continue to cause irreparable harm to Plaintiff if not preliminarily and permanently

enjoined.

73. Plaintiff has no adequate remedy at law.

**WHEREFORE**, Plaintiff demands judgment against Turkin for compensatory damages, preliminary and permanent injunctive relief, prejudgment interest, and such other relief as the Court deems just and proper.

**COUNT FOUR – CONVERSION  
(Turkin and Supreme)**

74. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as if fully alleged herein.

75. Defendants are in wrongful possession of Plaintiff's confidential and proprietary information.

76. Defendants have wrongfully asserted dominion or control over Plaintiff's confidential and proprietary information in a manner inconsistent with Plaintiff's ownership and entitlement to such information.

77. As a direct and proximate result of Defendants' conversion of Plaintiff's confidential and proprietary information, Plaintiff has sustained substantial damages in an amount to be determined at trial.

78. The value of Plaintiff's confidential and proprietary information is in its exclusive use by Plaintiff and its employees. By wrongfully asserting dominion or control over this information, Defendants have greatly diminished the monetary value of the information that Plaintiff has sought to protect.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, preliminary and permanent injunctive relief, prejudgment interest, and such other relief as the Court deems just and proper.

**COUNT FIVE – TORTIOUS INTERFERENCE  
(Supreme)**

79. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as if fully alleged herein.

80. From September 2013 through March 22, 2016, Plaintiff had an existing business relationship with Turkin. Further, as more fully described herein, Plaintiff had existing and prospective business relationships with numerous clients for which Supreme is a direct competitor.

81. Supreme had knowledge of Plaintiff's business relationship with Turkin.

82. Following Turkin's termination of employment with Plaintiff, Supreme likewise had knowledge of Plaintiff's business relationship with current and prospective customers (as Turkin delivered this confidential information on a silver platter to Supreme).

83. Supreme intentionally and unjustifiably interfered with Plaintiff's business relationship with Turkin by soliciting him to terminate his employment agreement with Plaintiff, soliciting him to misappropriate Plaintiff's confidential customer and pricing data, and by offering him a compensation package contingent on his ability to obtain such information for Supreme.

84. Supreme intentionally and unjustifiably interfered with Plaintiff's business relationship with its current and prospective customers by utilizing Plaintiff's confidential and proprietary data to directly solicit these customers and undercut Plaintiff's prior pricing proposals.

85. As a result of Supreme's tortious interference, Plaintiff suffered substantial damages in an amount to be established at trial.

**WHEREFORE**, Plaintiff demands judgment against Supreme for compensatory

damages, preliminary and permanent injunctive relief, prejudgment interest, and such other relief as the Court deems just and proper.

**Demand For Jury Trial**

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

Dated: May 16, 2016.

DESOUZA LAW, P.A.  
101 NE Third Avenue  
Suite 1500  
Fort Lauderdale, FL 33301  
Telephone: (954) 603-1340  
[DDesouza@desouzalaw.com](mailto:DDesouza@desouzalaw.com)

By: /s/ Daniel DeSouza, Esq.  
Daniel DeSouza, Esq.  
Florida Bar No.: 19291

4842-0289-1825, v. 1