

Filing # 101603460 E-Filed 01/14/2020 10:24:12 AM

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

CASE NO:

PEACE LOVE MED AESTHETIC
REJUVENATION, LLC,

Plaintiff,

v.

MATTHEW STEPHEN MORRISON and
ELITE REJUVENATION GROUP, LLC,

Defendants.

COMPLAINT

Plaintiff, Peace Love Med Aesthetic Rejuvenation, LLC, sues Defendants Matthew Stephen Morrison ("Morrison") and Elite Rejuvenation Group, LLC, ("Elite") and states:

1. This is an action for damages which exceed \$30,000, exclusive of costs, interest and legal fees. Plaintiff also seeks temporary and permanent injunctive relief.
2. Venue is proper with this Court because the contract between the Plaintiff and Defendant Morrison pursuant to Section 10.4 of the parties' attached Confidentiality Agreement.
3. Venue is also proper over Defendant Elite because it tortuously interfered with the Plaintiff and Morrison's contract in Palm Beach County.
4. Plaintiff owns and operates a health/medical spa which is located at 64 South Federal Highway, Boca Raton, Florida, 33432.

5. Plaintiff provides customers with numerous types of spa services including but not limited to Botox injections, dermal fillers, lip injections, skin rejuvenation, body contouring and miradry.

6. Morrison was employed by the Plaintiff as a family nurse practitioner and signed the attached Confidentiality Agreement on November 11, 2018, which prohibited him from working for a competitor of the Plaintiff with a place of business within 15 miles of the Plaintiff for a period of two years following the termination of his employment by the Plaintiff. See Section 5.2 of the Confidentiality Agreement.

7. Plaintiff terminated Defendant Morrison's employment on January 7, 2020.

8. Immediately upon the termination of Morrison's employment of the Plaintiff, the Plaintiff learned that Morrison had secured a job with Defendant Elite.

9. Elite is a health spa which provides similar services to the Plaintiff and is Plaintiff's competitor. Elite is located at 176 East Boca Raton Road, Boca Raton, Florida 33432.

10. Defendant Elite's place of business where Defendant Morrison is now employed falls within the non-compete geographical area.

11. Plaintiff has substantial business interests justifying the post-employment restrictive covenant, including, but not limited to, Plaintiff's substantial relationships with specific existing customers, patients, or clients.

12. While employed by the Plaintiff Defendant Morrison had access to Plaintiff's client list/database of existing customers/clients/patients.

13. The contractually specified restraint is reasonably necessary to protect the Plaintiff's legitimate business interest or interests justifying the restriction.

14. Section 542.335(1)(j) provides that "the violation of an enforceable restrictive covenant creates a presumption of irreparable injury to the person seeking enforcement of a restrictive covenant."

15. All conditions precedent to the filing and maintenance of this action have been performed or have been waived.

COUNT I – TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF AGAINST BOTH DEFENDANTS

16. Plaintiff incorporates above allegations 1-15 into this Count.

17. Under Section 542.335, Florida Statutes, restrictive covenants are valid restraints of trade or commerce if they are reasonable in time, area and line of business, set forth in a writing signed by the party against whom enforcement is sought, the contractually specified restraint is supported by at least one legitimate business interest justifying the restraint, and reasonably necessary to protect that interest.

18. Courts are statutorily required to "construe a restrictive covenant in favor of providing reasonable protection to all legitimate business interests established by the person seeking enforcement." Fla. Stat. § 542.335(1)(h).

19. Under Section 542.335(1)(b) a company's legitimate business interests can include: (1) trade secrets, as defined by Section 688.002(4), Florida Statutes; (2) valuable confidential business information that otherwise does not qualify as trade secrets; (3) substantial relationships with specific prospective or existing customers; (4) customer goodwill associated with a specific marketing or trade area; and (5) extraordinary or specialized training.

20. The parties' contractually specified restraints are reasonably necessary to protect the Plaintiff's legitimate business interest or interests justifying the restriction.

21. If the Defendants are not restrained from having Morrison work for a competing spa within the restricted area and from soliciting the Plaintiff's clients/customers then the Plaintiff will be irreparably harmed.

22. Plaintiff has no adequate remedy at law.

23. Plaintiff has a substantial likelihood of success on the merits based on Defendant's violation of the Confidentiality Agreement, which agreement is reasonable in scope, time and geographical restriction. Pursuant to Section 542.335(1)(j), Fla. Stat., the violation of an enforceable restrictive covenant creates a presumption of irreparable injury to the person seeking enforcement of a restrictive covenant.

24. The threatened injury to the Plaintiff outweighs any possible harm to the Defendant.

25. The issuance of a temporary and permanent injunction would serve the public interest by enforcing the parties' contract.

26. In cases involving a violation of a covenant not to compete, "the normal remedy is to grant an injunction because of the inherently difficult task of determining just what damage actually is caused by the former employee's breach of the agreement." Miller Mech., Inc. v. Ruth, 300 So.2d 11, 12 (Fla. 1974).

27. Defendant Elite, as Morrison's subsequent employer, is subject to an injunction enforcing the Confidentiality Agreement. See Dad's Properties, Inc. v. Lucas, 545 So.2d 926 (Fla. 2nd DCA 1989); Temporarily Yours-Temporary Help Services, Inc. v. Manpower, Inc., 377 So.2d 825 (Fla. 1st DCA 1979).

Wherefore, Plaintiff demands the following relief:

A. That Defendant Morrison be restrained and enjoined, temporarily and permanently, from managing, owning, operating, working in or participating in a competing business for a period of two years within a 15 miles radius of Plaintiff's place of business.

B. That Defendant Morrison and Elite be restrained and enjoined, temporarily and permanently, from soliciting Plaintiff's clients/customers.

C. That the Court extend the noncompete period for a time equal to the time period in which Defendant Morrison has breached the parties' agreement to provide the Plaintiff with a full two years of noncompetition.

D. That the Court award Plaintiff its legal fees and costs of this action pursuant to the parties' contract and/or Section 542.335(1)(k), Fla. Stat.

E. That Defendant Elite be restrained from employing Defendant Morrison in violation of his Confidentiality Agreement with the Plaintiff.

COUNT II – BREACH OF CONTRACT AGAINST DEFENDANT MORRISON

28. Plaintiff incorporates above allegations 1-15 into this Count.

29. The parties entered into the attached Confidentiality Agreement.

30. Defendant breached the contract by soliciting the Plaintiff's customers and going to work for a competitor of the Plaintiff within the area restricted by Section 5.2 of the Confidentiality Agreement.

31. As a result of Defendant's actions, the Plaintiff has suffered damages.

32. Plaintiff is entitled to recover its legal fees and costs from the Defendant pursuant to the parties' contract.

Wherefore, Plaintiff demands judgment for damages against Defendant Morrison, plus an award of attorney's fees and costs.

COUNT III – TORTIOUS INTERFERENCE
WITH CONTRACT AGAINST DEFENDANT ELITE

33. Plaintiff incorporates above allegations 1-15 into this Count.

34. Plaintiff has certain post termination contractual rights pursuant to its Confidentiality Agreement with Defendant Morrison.

35. Defendant elite is aware of the post-employment restrictions against Morrison set forth in the Confidentiality Agreement.

36. Defendant, by employing Morrison in violation of his contract with the Plaintiff and allowing Morrison to solicit and service Plaintiff's clients has intentionally and unjustifiably interfered with the Confidentiality Agreement.

37. Plaintiff has been damaged and will continue to be damaged as a result of Elite's interference with the Confidentiality Agreement.

Wherefore, Plaintiff demands judgment for damages against Defendant Elite, including an accounting of all revenues derived from Defendant Morrison's work with Defendant Elite.

/s/ MARK GOLDSTEIN

FL Bar No: 882186

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Miami, Florida 33179

Telephone: (305) 342-4839

E-Mail: markgoldsteinattorney@gmail.com

Peace Love Med Aesthetic Rejuvenation LLC - Confidentiality Agreement

STATEMENT OF BACKGROUND FACTS

Whereas, Employer is a professional medical practice that is engaged in the business of providing exclusive medical service and medical liaison consultation services both within its facility, at patient's homes and to remote locations abroad; and,

Whereas, Employer desires to employ Employee and Employee desires to serve the Employer as a practitioner.

NOW, THEREFORE, in consideration of mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. CONFLICTS OF INTEREST

While employed by Employer, Employee will not engage in any other business activity that conflicts with Employee's duties to Employer. Under no circumstances will Employee work for a competitor or have any financial interest in any competitor of Employer; provided, however, that this Agreement does not prohibit investment of a reasonable part of Employee's assets in the stock or securities of any competitor whose stock or securities are traded on a national exchange.

SECTION 2. OWNERSHIP OF EMPLOYEE DEVELOPMENTS

2.1 *Proprietary Rights.* The term "Proprietary Rights" shall mean all trade secret, method, work product, work in progress, design and other intellectual property rights throughout the world.

2.2 *Assignment of Work Product.* Employee hereby agrees to assign (when any such Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Employer all Employee's right, title and interest in and to any and all Proprietary Rights relative to Employer's business whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during the period of Employee's employment with the Employer. Proprietary Rights assigned to the Employer, or to a third party as directed by the Employer pursuant to this Section 2, are hereinafter referred to as "Employer Inventions."

2.3 *Works for Hire.* Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment and which are protectable by copyright are "works made for hire," within the meaning of Title 17 of the United States Code; and in the event that the work product cannot otherwise constitute work made for hire by Employee for the benefit of Employer under applicable law, or in the event that Employee should otherwise retain any rights whatsoever to any such work product, Employee hereby agrees to assign and upon creation thereof automatically assigns and transfers, including all renewals, all right, title, and interest in and to such work product to the Employer without further consideration;

2.4 *Enforcement of Proprietary Rights.* Employee will assist the Employer in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Employer Inventions in any and all countries. In the event the Employer is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified herein, Employee hereby irrevocably designates and appoints the Employer and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Employer any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Employer.

SECTION 3. CONFIDENTIALITY

3.1 As used herein, the term "Trade Secret" shall mean any information, including a formula, pattern, compilation, program, device, method, or process that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Only exception is knowledge one came into the company already knowing.

3.2 As used herein, the term "Confidential Information" shall mean any and all proprietary information not otherwise constituting a Trade Secret and belonging to Employer or its principals/owners, whether tangible or intangible, written or oral, including, without limitation, any data, products, inventions, patents, copyrights or trademarks (or any application therefor), know how, process technique, marketing materials, layouts and campaigns, books and records, financial information, computer software and files, and lists of (and all information concerning) Employer's employees, principals/owners, customers/patients (including, but not limited to information protected by the Federal Health Insurance Portability and Accountability Act.

3.3 Employee acknowledges that in performing its respective obligations under this Agreement, Employee may have access to the Trade Secrets and Confidential Information of the Employer. These restrictions shall not be construed to apply to (1) information released by without restriction, or (2) information approved in writing by Employer for Employee's use and disclosure without restriction.

SECTION 4. RETURN OF MATERIALS AND OTHER EMPLOYEES

4.1 Upon the request of Employer and, in any event, upon any termination of Employee's employment, Employee will leave with employer all Trade Secret and Confidential materials as well as any other memoranda, notes, records, drawings, manuals, disks, or other documents and media pertaining to Employer's business, including all copies thereof. Only Exception is the prior knowledge one had come to company with.

SECTION 5. RESTRICTIONS ON COMPETITION

5.1 While employed by Employer, Employee will not engage in any other business activity that conflicts with Employee's duties to Employer. Under no circumstances will Employee work for a competitor or have any financial interest in any competitor of Employer; provided, however, that this Agreement does not prohibit investment of a reasonable part of Employee's assets in the stock or securities of any competitor whose stock or securities are traded on a national exchange.

5.2 If Employee leaves company for any reason, their choice or not (i.e, termination, medical leave, quitting, retirement) employee will not work for or with a competitor within a 15 mile radius of Peace Love Med Aesthetic Rejuvenation at 64 S. Federal Hwy Boca Raton Fl 33432 location for (2) TWO years from dismissal.

SECTION 6. TERM AND TERMINATION

6.1 This Agreement shall commence on the date set forth above, and unless modified by mutual agreement of the parties shall continue on an at will basis until terminated by either party after a one week probation period. Upon any termination of this Agreement, all obligations of one party to the other shall cease including, but not limited to, accruals for commissions, bonuses, benefits and salary; provided however, the provisions of Sections 2, 3, 4, 5 shall survive termination of this Agreement and remain binding according to their terms.

6.2 The Employer may terminate the Employee without notice, severance payment or any other payment or compensation in lieu of notice for convenience or cause. In such event Employee will be paid the aggregate of all accrued and unpaid salary, benefits and vacation pro-rated to that termination date which shall constitute full and final payment of all amounts due Employee. Thereafter, all obligations of one party to the other shall cease including, but not limited to, accruals for bonuses, benefits, salary and any other form of compensation; provided however, the provisions of Sections 2, 3, 4, 5 shall survive termination of this Agreement and remain binding according to their terms.

6.3 This agreement shall terminate without notice upon the Employee's death.

SECTION 7. EMPLOYEE DUTIES

7.1 During the term of this Agreement, Employee shall perform such services for the Employer as defined by the management and the Employee must accept the new duties, if they are customary and reasonable by industry standards, or the Employee may be considered in "willful breach" of this Agreement. A description of Employees duties is provided in Exhibit "A" attached hereto.

7.2 The services of Employee shall be rendered in such places and localities as the Employer may require from time to time, and as may reasonably be required consistent with the historical requirements of the position.

7.2 The services of Employee shall be rendered in such places and localities as the Employer may require from time to time, and as may reasonably be required consistent with the historical requirements of the position.

SECTION 8. COMPENSATION

8.1 Subject to the additional terms set forth herein, Employer will compensate and pay Employee for the services during the term of this Agreement the compensation set forth in Exhibit "A" attached hereto, less the customary withholdings for payment of federal income tax withholding, social security taxes, and other voluntary withholdings applicable to Employee. Such compensation shall be paid to Employee at no less than monthly intervals.

8.2 Employee shall be entitled to reimbursement for business related travel as well as reimbursement for other expenses pre-authorized in writing. As applicable, Employee shall submit bi-weekly statements of pre-authorized expenses incurred for which reimbursement is claimed, including receipts and supporting documentation.

SECTION 9. HIPPA

As a material term of this Agreement, Employee shall comply with all laws, rules and regulations affecting Employee and Employer and the provision of the services to be provided hereunder including, but not limited to, Sections 261 through 264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," and the associated regulations promulgated by the Secretary of Health and Human Services modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"), as may be amended from time to time.

SECTION 10. MISCELLANEOUS

10.1 This Agreement shall inure to the benefit of, and be binding upon, Employer and its subsidiaries and affiliates, together with their successors and assigns, and Employee, together with Employee's executor, administrator, personal representative, heirs, and legatees.

10.2 This Agreement merges and supersedes all prior and contemporaneous agreements, undertakings, covenants, or conditions, whether oral or written, express or implied, to the extent they contradict or conflict with the provisions hereof. Nothing in this Agreement is to be construed as creating an employment relationship between Employee and Employer other than an employment at will.

10.3 Employee shall not assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder.

10.4 The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by and enforced in accordance with the internal laws, and not the law of conflicts, of the state of Florida applicable to all agreements made and to be performed in such state. The parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court of competent jurisdiction located in Palm Beach County Florida, and the parties hereto expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any action or proceeding by certified or registered mailing of the summons and complaint therein directed to the parties at their respective addresses set forth in this Agreement. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs.

10.5 The parties agree that a breach of this Agreement as relating to the non-compete terms or the protection of Trade Secrets and Confidential Information could cause irreparable damage that would not be adequately remedied by an action at law. The parties agree that the Employer shall have the right to seek specific performance to enjoin a breach or attempted breach, such right being in addition to all other rights and remedies available at law, in equity, or otherwise. To the extent that a court would require a bond from Employer for any such injunctive relief, the parties agree that \$500.00 is reasonable and agreed upon.

10.6 All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either

party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

10.7 This Agreement is enforceable only by Employee and Employer and each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

Privacy Policy

Confidential information is defined as any information found in a patient's medical record, personal information, and work-related information (including salary information). All information relating to a patient's care, treatment, or condition constitutes confidential information. This confidentiality policy also encompasses any trade secret scientific or technical information developed by the Practice or its personnel.

- Employees shall never discuss a patient's medical condition with any non-employee of the Practice, friends, or family members. Confidential matters involving patients will not be discussed in areas where they might be overheard by other patients, non-employees of the Practice, or in public settings period. Staff members are to be aware at all times that conversations regarding patients are not to be overheard by others, and take appropriate steps to ensure this confidentiality.
- All marketing, equipment, inventory, revenue, "trade secrets" are confidential and are not to be discussed with any non-employee of Peace Love Med Aesthetic Rejuvenation, LLC.
- All salary information is confidential and may not be shared with others in Peace Love Med Aesthetic Rejuvenation LLC Practice, or with patients. Only authorized individuals may relay salary information to employees or non-employees.
- All information learned, discussed and observed within this practice is confidential and not to be discussed with anyone.
- Cell phones are not to be used during work hours, with the exception of lunch. The only other time cell phones are to be used are when they are requesting for practice use (i.e. taking videos for marketing purposes, social media). Permission will be requested and subject to approval by Ilana Mechoullam.
- Vacation requests are to be put in 12 weeks in advance. Any request that is less than 12 weeks in advance must receive special approval by Ilana Mechoullam.
- If an employee needs to come in late or leave early, a formal request in an email and a text must be submitted to Owner, Ilana Mechoullam, and Practice Manager, Charlotte Stribling. All requests are subject to approval or denial. All requests must be submitted with a minimum of 2 weeks notice. An example of an appropriate request would be a doctors appointment for ones own health.
- Every employee is on salary. There is always work to be done with or without patients present.
- All employees are expected to be driven, self-motivated, and pro-active.

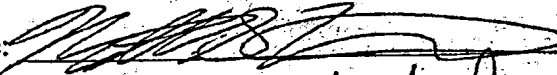
- Every employee is responsible for ensuring their job role and description is being fulfilled at the optimal level.
- Any unauthorized disclosure of confidential information by employees could render the clinic liable for damages. Any employee who violates the confidentiality of clinic, medical- or employee-related information is subject to disciplinary action up to and including termination from employment.
- Each employee is entitled to 7 business days of Paid Time Off within a full calendar year. Once Employee has worked within the practice for 2 years (24 months) they will be granted 14 Business days of Paid Time Off. Employees are only eligible for the above if they have worked within the Peace Love Med Aesthetic Rejuvenation LLC Practice for more than 6 months in one full calendar year.
- There will be 3 sick days per calendar year of PTO.
- If any employee exceeds the above granted days, the additional days, if approved as time off, will be deducted from the employees pay check. Sundays are considered a work day.
- All employees are to be at the practice no later than 10:15 am.
- Every employee will clock in and out.
- Every employee should be knowledgeable of the services this practice provides, prices, and anything there of.
- If an employee has committed themselves to any event outside of work hours that is specifically for the practice, and can no longer attend, there needs to be at least 72 hours notice. If it is a work event, there needs to be a 2 week notice.

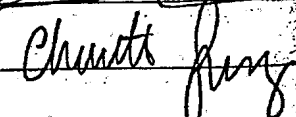
I have received a copy of, read, understand, and agree to uphold this written policy on matters of confidential information and trade secrets.

I also understand that in my daily job duties, I will have free access to confidential clinic operations and any violation of confidentiality, in whole or in part, could result in disciplinary action up to and including termination and/or legal action.

I recognize that this signed document of my agreement to uphold the provisions of this policy will be kept on file in my personnel file.

Signed this 11th day of November

Employee:  Matthew Morrison

Witnessed by Practice Manager:  Charlotte Shubling

Date: _____