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Business Solutions, LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

BUSINESS SOLUTIONS, LLC, a
Delaware Limited Liability Company,

Plaintiff,

v.

BANIR GANATRA, an individual,
ALLAN JABCZYNSKI, an individual,
AMERICOR FUNDING, INC. a
Delaware Corporation, BRANDREP,
LLC, a Delaware Limited Liability
Company, and BRANDREP
HOLDINGS, LLC, a Delaware Limited
Liability Company.

Defendants.

Case No.: 8:18-cv-01426

COMPLAINT FOR

1. MISAPPROPRIATION OF TRADE SECRETS UNDER 18 U.S.C. § 1836,
2. AIDING AND ABETTING MISAPPROPRIATION OF TRADE SECRETS UNDER 18 U.S.C. § 1836(b)
3. MISAPPROPRIATION OF TRADE SECRETS UNDER CALIFORNIA CIVIL CODE § 3426, *ET SEQ.*
4. AIDING AND ABETTING MISAPPROPRIATION OF TRADE SECRETS UNDER CALIFORNIA CIVIL CODE § 3426, *ET SEQ.*
5. BREACH OF WRITTEN CONTRACT
6. INDUCEMENT OF BREACH OF CONTRACT
7. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
8. UNFAIR COMPETITION UNDER COMMON LAW AND CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, *ET*

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SEQ.
9. BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING
10. CONVERSION

DEMAND FOR JURY TRIAL

1 **COMPLAINT**

2 Plaintiff Business Solutions, LLC (“Business Solutions”) files this Complaint
3 for: (1) misappropriation of trade secrets under the Defend Trade Secrets Act
4 (“DTSA”), 18 U.S.C. § 1836, (2) aiding and abetting of misappropriation of trade
5 secrets under the Defend Trade Secrets Act (“DTSA”), 18 U.S.C. § 1836, (3)
6 misappropriation of trade secrets under California Civil Code § 3426, et seq.,
7 (4) aiding and abetting of misappropriation of trade secrets under California Civil Code
8 § 3426, et seq., (5) breach of written contract, (6) inducement of breach of contract, (7)
9 intentional interference with contractual relations, (8) unfair competition under
10 California Business and Professions Code § 17200, *et seq.*, (9) breach of the implied
11 covenant of good faith and fair dealing, and (10) conversion. Business Solutions
12 asserts Counts I- IV, VI-VIII, and X against Defendant Banir Ganatra (“Ganatra”);
13 Counts I-V, VII-X against Defendant Allan Jabczynski (“Jabczynski”); Counts I-IV,
14 VI, VII, and VIII against Defendant Americor Funding, Inc. (“Americor”) and Counts
15 I-IV and VIII against Defendants BrandRep, LLC and BrandRep Holdings, LLC
16 (together, “BrandRep”). All defendants are referred to collectively as “Defendants”
17 hereinafter.

18 Business Solutions is informed and believes that Ganatra through his agents has
19 conspired to harass, threaten, and intimidate Business Solutions and its owner, Deirdre
20 Mammano, with the goal of tortiously interfering with Business Solutions’ business
21 and Ms. Mammano’s ability to do business and work. Ganatra has a history of
22 litigation, and lawsuits have been filed against him and his companies asserting theft of
23 trade secrets, fraud, and breach of fiduciary duty. Ganatra, under a company in which
24 he has ownership, instituted a case against Ms. Mammano, Business Solutions, and Mr.
25 Chad Ruskey, in the Chancery Court of the State of Delaware, based in part on
26 information that Ganatra wrongfully obtained from Business Solutions. Around the
27 same time the Delaware action was filed, a fair amount of suspicious activities have
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1 occurred to Business Solutions and Ms. Mammano including unlawfully accessing
2 Business Solutions' work computers, apparently accessing all of Ms. Mammano's
3 personal and business emails and passwords, changing her administrative access to her
4 business emails, and interfering with her email accounts and the functioning of her
5 business systems. Separately, a stranger interfered with and was taking pictures of Ms.
6 Mammano's car while parked in Business Solutions' parking lot two days before
7 Business Solutions was served with the Delaware action. This stranger had a
8 "getaway" driver in a car with no license plates and darkly tinted windows, and
9 verbally threatened Ms. Mammano, claiming that she was in "big trouble" and was
10 "going down." The stranger would not identify himself, and he did not leave until Ms.
11 Mammano called a colleague from the office to come to her aid.

12 Business Solutions is informed and believes that, while Jabczynski was
13 employed by Business Solutions dba Ad.IQ, Ganatra offered Jabczynski a new position
14 at Americor. Further, Business Solutions is informed and believes that Ganatra
15 instructed Jabczynski to steal trade secrets from Business Solutions when Jabczynski
16 was seeking employment from one of Ganatra's companies, including Business
17 Solutions' valuable, proprietary customer lists. Business Solutions is informed and
18 believes that Jabczynski did as directed by Ganatra, and covertly stole Business
19 Solutions' customer information before leaving the company, bringing that valuable
20 information to the other Defendants so they could improperly use that Business
21 Solutions information. In so doing, Jabczynski and Ganatra conspired to
22 misappropriate and convert Business Solutions' trade secrets. Jabczynski's actions
23 breached his various agreements with Business Solutions, as well as his implied
24 covenant of good faith and fair dealing with Business Solutions.

25 Business Solutions seeks injunctive relief to prevent further irreparable harm
26 from Defendants' misconduct as well as damages and other equitable relief.

1 **THE PARTIES**

2 1. Plaintiff Business Solutions is a Delaware limited liability company with
3 its principal place of business at 3187 Red Hill Avenue, Suite 250, Costa Mesa,
4 California 92626.

5 2. Upon information and belief, Defendant Ganatra is the principal of
6 BrandRep and resides within Newport Coast, California.

7 3. Upon information and belief, Defendant Jabczynski is an employee of
8 Americor and resides within the Central District of California.

9 4. Upon information and belief, Americor is a Delaware corporation with a
10 principal place of business at 18201 Von Karmen Ave, 7th Floor, Irvine, CA 92612.

11 5. Upon information and belief, BrandRep Holdings, LLC is a Delaware
12 limited liability company with a principal place of business at 16812 Armstrong
13 Avenue, Suite 200, Irvine, California.

14 6. Upon information and belief, BrandRep, LLC is a Delaware limited
15 liability company with a principal place of business at 16812 Armstrong Avenue, Suite
16 200, Irvine, California.

17 **JURISDICTION AND VENUE**

18 7. This action arises under the Defend Trade Secrets Act, 18 U.S.C. § 1836.
19 This Court has original jurisdiction over this controversy for misappropriation of trade
20 secrets claims pursuant to 18 U.S.C. § 1836(c) and 35 U.S.C. § 1331. This Court has
21 supplemental jurisdiction over the controversy for all other claims asserted herein
22 pursuant to 28 U.S.C. § 1367 because they are related to the Defend Trade Secrets Act
23 claims that form part of the same case and controversy, as set forth below.

24 8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c)
25 because Defendants reside in this District, and/or at least a substantial part of
26 Defendants' tortious conduct giving rise to the claims occurred in this District.

1 9. This Court has personal jurisdiction over Defendants. Upon information
2 and belief, Defendants Ganatra and Jabczynski reside within this Judicial District and
3 Defendants Americor and BrandRep have a principal place of business within this
4 Judicial District. In addition, Defendants have, and continue to, *inter alia*,
5 misappropriate Business Solutions' trade secrets and confidential information in this
6 District. In addition, the Court has personal jurisdiction over Defendants because they
7 have established no less than minimum contacts with the forum and the exercise of
8 jurisdiction would not offend traditional notions of fair play and substantial justice.

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10 **BUSINESS SOLUTIONS' PROPRIETARY**
11 **AND CONFIDENTIAL INFORMATION AND TRADE SECRETS**

12 10. Business Solutions is a brand management and social media growth
13 agency. Business Solutions' offerings include Social Media Management, Brand
14 Management, Website Development, Talent Management, Business Loans, Video
15 Marketing, Social Media Widgets and Voice Search.

16 11. Business Solutions has spent considerable time and effort in building its
17 business, its proprietary software, its reputation and client base. Business Solutions
18 has developed proprietary and confidential business methods to effectively identify for
19 companies how to employ their brand in the marketplace. As a result of Business
20 Solutions' efforts, Business Solutions has a client base that Business Solutions
21 maintains as its highly confidential and proprietary information. Furthermore,
22 Business Solutions has developed its own proprietary software called Co-Create
23 platform for its internal use, which employs highly confidential business methods,
24 including, *inter alia*, proprietary methods of scoring businesses based on a digital
25 audit, based on intellectual property Ms. Mammano owned and developed. Business
26 Solutions' confidential and proprietary business methods, client list, client revenue
27 information, and aspects of its Co-Create platform and data aggregation are the trade
28 secrets at issue in this case ("Trade Secrets").

1 Relationship and thereafter, to hold in strictest confidence, and
2 not to use, except for the benefit of the Company to the extent
3 necessary to perform my obligations to the Company under the
4 Relationship, and not to disclose to any person, firm,
5 corporation or other entity, without written authorization from
6 the Company in each instance, any Confidential Information
7 that I obtain, access or create during the term of the
8 Relationship, whether or not during working hours, until such
9 Confidential Information becomes publicly and widely known
10 and made generally available through no wrongful act of mine
11 or of others who were under confidentiality obligations as to the
12 item or items involved. I further agree not to make copies of
13 such Confidential Information except as authorized by the
14 Company.

15 * * *

16 **6. Company Property; Returning Company Documents. ...**

17 I agree that, at the time of termination of the Relationship, I will
18 deliver to the Company (and will not keep in my possession,
19 recreate or deliver to anyone else) any and all devices, records,
20 data, notes, reports, proposals, lists, correspondence,
21 specifications, drawings, blueprints, sketches, laboratory
22 notebooks, materials, flow charts, equipment, other documents
23 or property, or reproductions of any of the aforementioned
24 items developed by me pursuant to the Relationship or
25 otherwise belonging to the Company, its successors or assigns.

26 **7. Termination Certification.** In the event of the termination
27 of the Relationship, I agree to sign and deliver the "Termination
28 Certification" attached hereto as Exhibit C; however, my failure
to sign and deliver the Termination Certification shall in no
way diminish my continuing obligations under this Agreement.

8. Notice to Third Parties. I agree that during the periods of
time during which I am restricted in taking certain actions by
the terms of this Agreement (the "Restriction Period"), I shall
inform any entity or person with whom I may seek to enter into
a business relationship (whether as an owner, employee,
independent contractor, or otherwise) of my contractual
obligations under this Agreement. ... I further agree that, upon

1 written request by the Company, I will respond to the Company
2 in writing regarding the status of my contract or proposed
3 contract with any party during the Restriction Period.

4 **b. Other Parties.** I agree that during the term of the
5 Relationship, I will not negatively influence any of the
6 Company's clients, licensors, licensees or customers from
7 purchasing Company products or services or solicit or influence
8 or attempt to influence any client, licensor, licensee, customer
9 or other person either directly or indirectly, to direct any
10 purchase of products and/or services to any person, firm,
11 corporation, institution or other entity in competition with the
12 business of the Company. In addition, I acknowledge that the
13 Company has valuable Trade Secrets (as defined by applicable
14 law from time to time) to which I will have access during the
15 term of the Relationship. I understand that the Company intends
16 to vigorously pursue its rights under applicable Trade Secrets
17 law if, during a period of twelve (12) months immediately
18 following the termination of the Relationship for any reason,
19 whether with or without cause, I solicit or influence or attempt
20 to influence any client, licensor, licensee, customer or other
21 person either directly or indirectly, to direct any purchase of
22 products and/or services to any person, firm, corporation,
23 institution or other entity in competition with the business of
24 the Company. Thereafter, the Company intends to vigorously
25 pursue its rights under applicable Trade Secrets law as the
26 circumstances warrant.

27 * * *

28 **13 f. Remedies.** I acknowledge and agree that violation of this
Agreement by me may cause the Company irreparable harm,
and therefore I agree that the Company will be entitled to seek.

15. Business Solutions also signs a Nondisclosure of Confidential Information
Agreement with all of its employees upon the termination of their employment
relationship, which includes similar confidentiality obligations.

1 16. Business Solutions provides all of its employees with an Employee
2 Handbook. The Employee Handbook further confirms that Business Solutions owns
3 its confidential information and that employees are prohibited from taking such
4 confidential information out of Business Solutions' computers. Jabczynski signed an
5 Acknowledgment, acknowledging that Business Solutions provided him with the
6 Handbook and that he read and understood it.

7 17. Additional measures that Business Solutions takes to protect its Trade
8 Secrets include, *inter alia*, (a) utilizing secure computer systems with restricted access,
9 firewalls, private networks and password protection to ensure the security of Business
10 Solutions' Trade Secrets and information; (b) limiting access to Business Solutions'
11 electronic databases only to those personnel who have promised and/or who are legally
12 obligated to protect its Trade Secrets; (c) physically securing Business Solutions'
13 offices and facilities, including through use of video cameras, and otherwise
14 controlling access to its premises so as to further safeguard Business Solutions' Trade
15 Secrets; (d) reminding departing employees of their confidentiality obligations to
16 Business Solutions and collecting any Business Solutions property they may have.
17 These examples of security measures are not exhaustive. Business Solutions has
18 expended significant amounts of time, effort and money to preserve and maintain the
19 confidentiality of its Trade Secrets.

20 18. Business Solutions' Trade Secrets derive significant independent
21 economic value, whether actual and/or potential, from not being generally known to
22 the public or to other persons who can obtain economic value from their use or
23 disclosure. Business Solutions also derives substantial business advantage and
24 significant economic benefit from both maintaining the ownership of and
25 confidentiality of its Trade Secrets.

26 19. If Business Solutions' Trade Secrets, which Business Solutions has
27 maintained as confidential information at all times, were disclosed to any outside
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1 parties who may benefit from such information and/or to the public, such disclosure
2 would cause substantial economic harm to Business Solutions.

3 **GANATRA OFFERS JABCZYNSKI EMPLOYMENT**
4 **CONDITIONED ON HIS THEFT OF BUSINESS SOLUTIONS' TRADE**
5 **SECRETS**

6 20. Business Solutions employed Jabczynski from about November 8, 2017 to
7 July 5, 2018. Jabczynski held an inside sales position, responsible for business
8 development and online marketing strategy consulting. Business Solutions was
9 Jabczynski's employer, was listed as such on his tax documents, and signed his
10 paychecks. As a condition of his employment, Jabczynski signed the Agreement with
11 Business Solutions dba Ad.IQ and its affiliates, agreeing *inter alia*, that "[a]s a
12 condition of [his] becoming employed" he would preserve the confidentiality of
13 Business Solutions' Trade Secrets, not disclose the Trade Secrets to any third parties,
14 and not take confidential information with him after his employment by Business
15 Solutions ends.

16 21. Business Solutions entrusted Jabczynski with access to its Trade Secrets,
17 including access to Business Solutions and its affiliates' confidential information and
18 he had access to Business Solutions' Co-Create platform.

19 22. Upon information and belief, Jabczynski applied for employment with
20 Americor. Ganatra learned of Jabczynski's interest in joining Americor and knew of
21 Jabczynski's employment. Desiring to obtain Business Solutions' Trade Secrets,
22 Ganatra offered Jabczynski a position with Americor, which included having
23 Jabczynski steal Business Solution's Trade Secrets. Ganatra instructed Jabczynski to
24 steal Business Solutions' Trade Secrets in his capacity as principal and for the benefit
25 of Americor and BrandRep. Upon information and belief, Ganatra has a history of
26 litigation, as BrandRep has another trade secrets misappropriation litigation pending
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1 against it, and Ganatra and BrandRep have been party to civil litigations for fraud, theft
2 of trade secrets, and/or breach of contract.

3 23. Upon information and belief, while still employed at Business Solutions,
4 Jabczynski used his Business Solutions login credentials and computer system to
5 access Business Solutions' proprietary Co-Create platform. Jabczynski systematically
6 began collecting extensive screenshots of Business Solutions' proprietary information,
7 including Business Solutions' customer list. Jabczynski took screen shots of the
8 Business Solutions' Trade Secrets and, on information and belief, transferred those
9 Trade Secrets to Ganatra and Americor. Jabczynski's theft of these Trade Secrets was
10 unlawful and a violation of his agreements with and obligations to Business Solutions.
11 On information and belief, Ganatra instructed Jabczynski to steal these Trade Secrets
12 and Ganatra, Americor and BrandRep accepted these stolen Trade Secrets with full
13 awareness that Jabczynski stole them from Business Solutions in violation of his
14 agreements with Business Solutions.

15 24. On June 30, 2018, which was a Saturday, Jabczynski went to Business'
16 Solutions' office, which was unusual, because it was days before he resigned and sales
17 representatives generally do not come in on weekends.

18 25. Jabczynski's attempted to conceal his theft of Business Solutions' Trade
19 Secrets by deleting the screen shots he had taken of the Trade Secrets. Business
20 Solutions recovered these deleted files from its computers. The full extent of
21 Jabczynski's theft of Trade Secrets, and the harm Defendants have caused to Business
22 Solutions therefrom, is still being investigated and unknown at this time due to
23 Jabczynski's efforts to conceal his activities and destroy all evidence of his theft.

24 26. Under information and belief, Ganatra caused Jabczynski to be hired as an
25 employee of Americor in exchange for stealing the Trade Secrets from Business
26 Solutions. On information and belief, Ganatra and BrandRep are now using Business
27 Solutions' Trade Secrets that they wrongfully obtained.

1 27. Defendants' misconduct has irreparably harmed Business Solutions and
2 will continue to do so if they are not enjoined from (i) immediately turning over all
3 confidential information improperly obtained from Business Solutions, (ii) disclosing
4 Business Solutions' Trade Secrets, (iii) using Business Solutions' Trade Secrets to
5 compete directly or indirectly with Business Solutions, (iv) utilize Business Solutions'
6 Trade Secrets in any manner, (v) diverting Business Solutions' business opportunities
7 and customers by using Business Solutions' Trade Secrets, and (vi) soliciting Business
8 Solutions' customers or potential customers using the Trade Secrets.

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10 **COUNT I**
11 **(Misappropriation of Trade Secrets pursuant to 18 U.S.C. § 1836(b))**
12 **(All Defendants)**

13 28. Business Solutions repeats, realleges, and incorporates by reference, as if
14 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

15 29. Business Solutions' Trade Secrets derive independent economic value
16 from not being known to the public or other persons who could obtain economic value
17 from their disclosure or use.

18 30. Business Solutions' Trade Secrets are confidential and are the subject of
19 Business Solutions' efforts that were reasonable under the circumstances to maintain
20 their secrecy. Business Solutions is informed and believes that Defendants
21 misappropriated such confidential Trade Secrets by disclosing them and/or using them.

22 31. Business Solutions is informed and believes that Defendants
23 misappropriated the Trade Secrets while being aware that the Trade Secrets belong to
24 Business Solutions and of Jabczynski's duties and obligations to Business Solutions to
25 limit the disclosure and use of such Trade Secrets only for the benefit of Business
26 Solutions and that such disclosure was in violation of his agreements with and
27 obligations to Business Solutions.
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1 32. Defendants' misappropriation has caused and continues to cause Business
2 Solutions damages and irreparable and substantial injury and therefore cannot be fully
3 redressed through damages alone. An injunction prohibiting Defendants from further
4 use or disclosure of Business Solutions' Trade Secrets is necessary to provide Business
5 Solutions with complete relief.

6 33. Defendants' misappropriation is willful and malicious and thereby entitles
7 Business Solutions to an award of exemplary damages.

8 **COUNT II**
9 **(Aiding and Abetting Misappropriation of Trade Secrets pursuant to 18 U.S.C. §**
10 **1836(b))**
11 **(Ganatra, Americor and BrandRep)**

12 34. Business Solutions repeats, realleges, and incorporates by reference, as if
13 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

14 35. Business Solutions' Trade Secrets derive independent economic value
15 from not being known to the public or other persons who could obtain economic value
16 from their disclosure or use. Business Solutions' Trade Secrets are confidential and
17 are the subject of Business Solutions' efforts that were reasonable under the
18 circumstances to maintain their secrecy.

19 36. Business Solutions is informed and believes that Ganatra, in his capacity
20 as principal and for the benefit of Americor and BrandRep aided and abetted
21 Jabczynski in his misappropriation of Business Solutions' Trade Secrets by directing
22 Jabczynski to steal Business Solutions' Trade Secrets, inducing him to do so by
23 conditioning his offer of employment to Jabczynski on the theft of the Trade Secrets,
24 by causing Americor to hire Jabczynski, and by causing Americor and BrandRep to
25 misuse the Trade Secrets.
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1 37. Ganatra, Americor, and BrandRep’s aiding and abetting of Jabczynski’s
2 misappropriation of the Trade Secrets has caused and continues to cause damages and
3 irreparable injury to Business Solutions.

4 38. Ganatra, Americor, and BrandRep’s aiding and abetting of Jabczynski’s
5 misappropriation of the Trade Secrets is willful and malicious, thereby entitling
6 Business Solutions to an award of exemplary damages.

7 39. Ganatra, Americor, and BrandRep’s aiding and abetting of Jabczynski’s
8 misappropriation of the Trade Secrets has caused and will continue to cause Business
9 Solutions irreparable and substantial injury and therefore cannot be fully redressed
10 through damages alone. An injunction prohibiting Ganatra, Americor, and BrandRep
11 from further aiding and abetting Jabczynski’s use or disclosure of Business Solutions’
12 Trade Secrets is necessary to provide Business Solutions with relief.

13 **COUNT III**
14 **(Misappropriation of Trade Secret pursuant to California Civil Code § 3426, *et***
15 ***seq.*)**
16 **(All Defendants)**

17 40. Business Solutions repeats, realleges, and incorporates by reference, as if
18 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

19 41. As set forth above, Ganatra directed Jabczynski and conditioned his offer
20 of employment to Jabczynski on Jabczynski’s theft of Trade Secrets from Business
21 Solutions, and Jabczynski stole Trade Secrets from Business Solutions and provided
22 them to the other Defendants.

23 42. Business Solutions’ Trade Secrets derive independent economic value
24 from not being known to the public or other persons who could obtain economic value
25 from their disclosure or use.

26 43. Business Solutions’ Trade Secrets are confidential and are the subject of
27 Business Solutions’ efforts that were reasonable under the circumstances to maintain
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1 their secrecy. Business Solutions is informed and believes that Defendants
2 misappropriated such confidential Trade Secrets by disclosing them and/or using them.

3 44. Business Solutions is informed and believes that Defendants
4 misappropriated the Trade Secrets while being aware that the Trade Secrets belong to
5 Business Solutions and of Jabczynski's duties and obligations to Business Solutions to
6 limit the disclosure and use of such Trade Secrets only for the benefit of Business
7 Solutions and that such disclosure was in violation of his obligations to Business
8 Solutions and his duty of the implied covenant of good faith and fair dealing.

9 45. Defendants' misappropriation has caused and continues to cause Business
10 Solutions damages and irreparable and substantial injury and therefore cannot be fully
11 redressed through damages alone. An injunction prohibiting Defendants from further
12 use or disclosure of Business Solutions' Trade Secrets is necessary to provide Business
13 Solutions with complete relief.

14 46. Defendants' misappropriation is willful and malicious and thereby entitles
15 Business Solutions to an award of exemplary damages.

16 **COUNT IV**
17 **(Aiding and Abetting Misappropriation of Trade Secrets**
18 **pursuant to California Civil Code § 3426, et seq.)**
19 **(Ganatra, Americor and BrandRep)**

20 47. Business Solutions repeats, realleges, and incorporates by reference, as if
21 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

22 48. Business Solutions' Trade Secrets derive independent economic value
23 from not being known to the public or other persons who could obtain economic value
24 from their disclosure or use. Business Solutions' Trade Secrets are confidential and
25 are the subject of Business Solutions' efforts that were reasonable under the
26 circumstances to maintain their secrecy.
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1 49. Business Solutions is informed and believes that Ganatra, in his capacity
2 as principal and for the benefit of Americor and BrandRep aided and abetted
3 Jabczynski in his misappropriation of Business Solutions' Trade Secrets by directing
4 Jabczynski to steal Business Solutions' Trade Secrets, inducing him to do so by
5 conditioning his offer of employment to Jabczynski on the theft of the Trade Secrets,
6 by causing Americor to hire Jabczynski, and by causing Americor and BrandRep to
7 misuse the Trade Secrets.

8 50. Ganatra, Americor, and BrandRep's aiding and abetting of Jabczynski's
9 misappropriation of the Trade Secrets has caused and continues to cause Business
10 Solutions damages and irreparable injury.

11 51. Ganatra, Americor, and BrandRep's aiding and abetting of Jabczynski's
12 misappropriation of the Trade Secrets is willful and malicious, thereby entitling
13 Business Solutions to an award of exemplary damages.

14 52. Ganatra, Americor, and BrandRep's aiding and abetting of Jabczynski's
15 misappropriation of the Trade Secrets has caused and will continue to cause Business
16 Solutions irreparable and substantial injury and therefore cannot be fully redressed
17 through damages alone. An injunction prohibiting Ganatra, Americor, and BrandRep
18 from further aiding and abetting Jabczynski's use or disclosure of Business Solutions'
19 Trade Secrets is necessary to provide Business Solutions with relief.

20 53. Business Solutions' Trade Secrets include trade secrets and confidential
21 information that derive independent economic value from not being known to the
22 public or other persons who could obtain economic value from their disclosure or use.

23 54. Business Solutions' Trade Secrets that are confidential and trade secrets is
24 the subject of efforts that were reasonable under the circumstances to maintain their
25 secrecy.

COUNT V
(Breach of Written Contract)
(Jabczynski)

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3 55. Business Solutions repeats, realleges, and incorporates by reference, as if
4 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

5 56. Jabczynski entered numerous agreements with Business Solutions and its
6 affiliates in connection with his employment, which are valid and enforceable contracts
7 with Business Solutions.

8 57. Business Solutions has duly performed all conditions, covenants, and
9 promises required on its part to be performed pursuant to the Agreement.

10 58. Jabczynski breached his contractual obligations to Business Solutions
11 under the Agreement by, *inter alia*, failing to adhere to the express confidentiality
12 provisions contained within such agreements, taking Business Solutions' trade secrets
13 and disclosing them to the other Defendants.

14 59. Jabczynski signed a Termination Certification which included his express
15 agreement to "preserve as confidential all trade secrets, confidential knowledge, data or
16 other proprietary information relating to products, processes, known-how, designs,
17 formulas,... computer programs, data bases, customer lists, business plans, financial
18 information or other subject matter pertaining to any business" of Business Solutions
19 and its affiliates, its employees, consultants and clients.

20 60. As a direct and proximate result of Jabczynski's breach of his agreements,
21 Business Solutions has incurred and continues to incur damages and irreparable injury.

22 61. As specified in at least one of his agreements, Jabczynski agreed to and
23 acknowledged that any violation of his agreements would cause "the Company
24 irreparable harm."
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COUNT VI
(Inducement of Breach of Contract)
(Ganatra and Americor)

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3 62. Business Solutions repeats, realleges, and incorporates by reference, as if
4 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

5 63. Business Solutions and Jabczynski entered into a valid and enforceable
6 Agreement for employment.

7 64. On information and belief, Ganatra and Americor knew of the Agreement
8 between Jabczynski and Business Solutions at least as early as the time period during
9 which Jabczynski began discussing potential employment at Americor, while still
10 employed at Business Solutions.

11 65. On information and belief, Ganatra and Americor intended that
12 Jabczynski breach his Agreement with Business Solutions by collecting and taking
13 confidential and proprietary trade secret information that Jabczynski was contractually
14 bound to maintain confidential and not disclose or misuse, and then keeping that
15 information for his benefit following his resignation and providing that information to
16 Ganatra and Americor to obtain a competitive advantage.

17 66. On information and belief, Ganatra, on behalf of himself, and Americor,
18 solicited Jabczynski to breach his contract by misappropriating Business Solutions'
19 Trade Secrets in this way, and Jabczynski acted accordingly. Jabczynski's conduct
20 was a breach of his contract, as alleged herein, incorporated herein by reference.

21 67. Ganatra's and Americor's inducement of Jabczynski's breach has caused
22 and continues to cause Business Solutions to suffer damages and irreparable injury.
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COUNT VII
(Intentional Interference with Contractual Relations)
(Ganatra and Americor)

68. Business Solutions repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

69. Business Solutions and Jabczynski entered into a valid and enforceable agreements relating to his employment.

70. On information and belief, Ganatra and Americor knew that Jabczynski was employed by Business Solutions and as a result thereof, had obligations, including confidentiality obligations to Business Solutions due to his employment, including the obligations set forth in the Agreement.

71. On information and belief, Ganatra and Americor induced Jabczynski to breach his obligations owed to Business Solutions by offering him employment conditioned upon and directing Jabczynski to obtain and provide them with information that Jabczynski was contractually bound to maintain confidential and not disclose or misuse.

72. On information and belief, Ganatra and Americor intended to have Jabczynski violate his obligations to Business Solutions.

73. Jabczynski's breach has caused and continues to cause Business Solutions to suffer damages and irreparable injury.

74. Ganatra and Americor's conduct was a substantial factor in causing that harm to Business Solutions.

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COUNT VIII
(Unfair Competition pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*)
(All Defendants)

75. Business Solutions repeats, realleges, and incorporates by reference, as if fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

1 76. By committing the acts and practices alleged in this Complaint,
2 Defendants have violated California's Unfair Competition Laws engaging in unfair,
3 deceptive, untrue or misleading acts. For example, Defendants misappropriated
4 Business Solutions' Trade Secrets in violation of 18 U.S.C. § 1836 and California Civil
5 Code § 3426.

6 77. Business Solutions is informed and believes Defendants' actions are and
7 will continue to be willful and deliberate. As a direct and proximate result of such
8 actions by Defendants, Business Solutions has incurred and continues to incur damages
9 and irreparable injury, including, without limitation, the loss of sales and profits it
10 would have earned but for Defendants' actions, interference with Business Solutions'
11 relationships with customers and potential customers.

12 78. Business Solutions is informed and believes that Defendants have derived
13 and received, and will continue to derive and receive, gains, profits, and advantages
14 from their acts of unfair competition.

15 **COUNT IX**

16 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**
17 **(Jabczynski)**

18 79. Business Solutions repeats, realleges, and incorporates by reference, as if
19 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

20 80. Jabczynski's Agreement is a valid and enforceable contract with Business
21 Solutions.

22 81. Jabczynski owed Business Solutions the duty and implied covenant of
23 good faith and fair dealing under the Agreement.

24 82. Business Solutions has duly performed all conditions required on its part
25 to be performed pursuant to the Agreement.

26 83. Jabczynski breached his duties and the implied covenant of good faith and
27 fair dealing he owed Business Solutions by, *inter alia*, stealing Business Solutions'
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1 confidential Trade Secrets and delivering them to Defendants and attempt to steal
2 Business Solutions' actual and potential clients using the Trade Secrets.

3 84. As a direct and proximate result of Jabczynski's breaches of his duty and
4 implied covenant of good faith and fair dealing owed to Business Solutions, Business
5 Solutions has incurred and continues to incur damages and irreparable injury, including
6 without limitation, the loss of sales and profits it would have earned but for
7 Jabczynski's actions.

8 **COUNT X**
9 **(Conversion)**
10 **(Ganatra, BrandRep and Jabczynski)**

11 85. Business Solutions repeats, realleges, and incorporates by reference, as if
12 fully set forth herein, the allegations of the preceding paragraphs, as set forth above.

13 86. At all relevant times herein, Business Solutions was and remains the
14 owner of the Trade Secrets, which Ganatra, BrandRep and Jabczynski have willfully
15 and improperly used, misappropriated, disclosed, to commit other wrongful acts as
16 alleged herein.

17 87. Ganatra, BrandRep and Jabczynski converted, and/or will continue to
18 convert, Business Solutions' property, including its Trade Secrets, for Defendants' own
19 use and financial gain and without authorization and/or consent from Business
20 Solutions.

21 88. As a direct and proximate result of Ganatra's, BrandRep's and
22 Jabczynski's conversion of Business Solutions' property, Business Solutions has
23 incurred and continues to incur damages and irreparable injury, including without
24 limitation, lost value, loss of sales and profits it would have earned but for Ganatra's,
25 BrandRep's and Jabczynski's actions.

PRAYER FOR RELIEF

WHEREFORE, Business Solutions prays for judgment and relief as follows:

A. Judgment in Business Solutions' favor that:

1. Defendants wrongfully misappropriated or used Business Solutions' Trade Secrets.
2. Ganatra, Americor, and BrandRep wrongfully aided and abetted Jabczynski in misappropriating Business Solutions' Trade Secrets.
3. Jabczynski breached his Agreement.
4. Ganatra, Americor, and BrandRep induced Jabczynski to breach his Agreement.
5. Defendants engaged in unfair competition.
6. Jabczynski breached the implied covenant of good faith and fair dealing.
7. Defendants improperly converted Business Solutions' property.

B. Temporary, preliminary and permanent injunctive relief enjoining

Defendants from:

1. Misappropriating and/or aiding and abetting in the misappropriation of Business Solutions' Trade Secrets.
2. Violating the terms of Jabczynski's Agreement.
3. Maintaining – and, correspondingly, requiring Defendants to promptly deliver and turn over to Business Solutions – any and all property of Business Solutions which is in Defendants' possession, custody or control.

C. Compensatory damages.

D. Disgorgement of profits.

E. Constructive trust.

F. Punitive and/or exemplary damages.

- 1 G. Attorney’s fees.
- 2 H. Interests and costs.
- 3 I. Such further and other relief as the Court may deem proper and just.

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5 Respectfully submitted,

6 Dated: August 10, 2018

By: /s/ Lisa Kobialka

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16 BUSINESS SOLUTIONS, INC.

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DEMAND FOR JURY TRIAL

Business Solutions demands a jury trial on all issues so triable.

Respectfully submitted,

Dated: August 10, 2018

By: /s/ Lisa Kobialka

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