

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

NUTRITIONAL PRODUCTS  
INTERNATIONAL, INC.

CASE NO.:

Plaintiffs,

v.

RODICA LESAN n/k/a RODICA GOULD,

Defendant.

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**VERIFIED COMPLAINT**

Plaintiffs, NUTRITIONAL PRODUCTS INTERNATIONAL, INC., sues Defendant, RODICA LESAN n/k/a RODICA GOULD, and alleges:

**GENERAL ALLEGATIONS**

1. This is an action for damages that exceeds the sum of \$15,000.00 exclusive of interest, court costs and attorney's fees.
2. That at all times hereinafter mentioned, the Plaintiff, NUTRITIONAL PRODUCTS INTERNATIONAL, INC., (hereafter "NUTRITIONAL PRODUCTS") was and is a duly organized and existing Florida for-profit corporation that maintains its principal place of business in Palm Beach County, Florida.
3. That at all times hereinafter mentioned, the Defendant, RODICA LESAN n/k/a RODICA GOULD, (hereafter "RODICA") was and is a resident of the County of Broward, State of Florida and is otherwise *sui juris*.

4. This Court has jurisdiction over the parties and the subject matter herein because the amount in controversy is within the jurisdictional limits of the court and the acts complained of herein occurred in Palm Beach County, Florida.

5. The Plaintiffs have been required to retain the services of their undersigned attorneys, have agreed to pay said attorneys a reasonable fee and the Defendant should be required to pay said fee pursuant to applicable statute or contract.

6. All conditions precedent to bringing this action have occurred, been performed or have been excused.

### **BACKGROUND ALLEGATIONS**

8. Plaintiffs are companies owned by Mitch Gould, Defendant's father-in-law.

9. Mitch Gould has a thirty (30) year career in retail distribution and has developed a unique business model with built-in proprietary systems which are not available to the general public (hereinafter "The Proprietary Systems").

10. The Proprietary Systems have created a considerable revenue stream for Plaintiffs where Plaintiffs enjoy a non-competitive environment.

11. Plaintiffs invested considerable money and time developing substantial relationships with specific prospective and existing customers.

12. Plaintiffs invested considerable money and time developing The Proprietary Systems.

13. On or about April 4, 2017, Defendant and Plaintiff, NUTRITIONAL PRODUCTS, entered into a Mutual Confidentiality (the "Agreement") as part of Defendant's employment with Plaintiff, NUTRITIONAL PRODUCTS. **A true and correct copy of the Agreement is attached hereto and incorporated herein at Exhibit "A".**

14. For six months, RODICA served as Personal Assistant to Mitch Gould during which time RODICA was exposed to Plaintiff's trade secrets, business practices, customers lists and customer information and other proprietary information.

15. RODICA, after dating Mitch Gould's son, BRIAN GOULD, became engaged to BRIAN GOULD and reportedly married BRIAN GOULD this past weekend.

16. BRIAN GOULD is currently being sued by Plaintiff for violating a restrictive covenant and breaching his fiduciary duties to Plaintiff.

17. Plaintiff believes that RODICA is acting in concert with BRIAN GOULD and others as part of her violation of her contractual obligations to Plaintiff.

18. Pursuant to the terms of the Agreement, Defendant agreed to "not use any of the Confidential Information in any way other than for the Specific Purpose".

19. Pursuant to the terms of the Agreement, Defendant also agreed to keep all Confidential Information "confidential, regardless of when disclosed; not to use any of the Confidential Information "in any way other than for the Specific Purpose"; to refrain from making or having any unnecessary recording of duplications of Confidential Information; and limit access to the Confidential Information to only those employees and independent contractors reasonably requiring it for the Specific Purpose.

20. As an employee, Defendant was privy to all the Confidential Information of Plaintiff, NUTRITIONAL PRODUCTS, in both electronic and hard form.

21. Despite the terms of the Agreement, Defendant did not keep all Confidential Information "confidential, regardless of when disclosed; did use the Confidential Information "in any way other than for the Specific Purpose"; did not refrain from making or having any unnecessary recording of duplications of Confidential Information; and did not limit access

to the Confidential Information to only those employees and independent contractors reasonably requiring it for the Specific Purpose.

22. Defendant used the Proprietary Systems for her personal benefit and the benefit of her husband, Brian Gould.

23. Defendant recruited clients of Plaintiff, NUTRITIONAL PRODUCTS, for her own benefit and the benefit of her husband, BRIAN GOULD.

24. Defendant continues to exploit her former relationship with Plaintiffs on social media and other commercial representations with the intent to provide third parties the impression she has a continuing business relationship with Plaintiffs despite not having the permission to do so from Plaintiffs.

**COUNT I- TORTIOUS INTERFERENCE WITH ADVANTAGEOUS BUSINESS  
RELATIONSHIPS**

25. Plaintiffs repeat and reallege Paragraphs 1 through 24 with the same force and effect as if more fully set forth herein at length.

26. Defendant, contacted prospective customers of Plaintiff, NUTRITIONAL PRODUCTS INTERNATIONAL, INC., and diverted those customers to the Defendant's benefit or for the benefit of Defendant's husband, BRIAN GOULD or alternatively assisted BRIAN GOULD in diverting Plaintiff's customers.

27. Plaintiffs had a business relationship with the diverted customers.

24. Defendant was aware of the existence of the business relationship by and between Plaintiffs and Plaintiffs' customers.

25. Defendant intentionally and unjustifiably interfered with the relationships Plaintiffs have with their customers.

26. Plaintiffs sustained damages as a result of the breach of the relationship.

WHEREFORE, Plaintiffs, NUTRITIONAL PRODUCTS INTERNATIONAL, INC. and IN HEALTH MEDIA, INC., demand judgment for damages against the Defendant together with interest, court costs and for such other and further relief as this Court deems appropriate.

**COUNT II- TORTIOUS INTERFERENCE WITH ADVANTAGEOUS  
CONTRACTUAL RELATIONSHIPS**

27. Plaintiff repeat and reallege Paragraphs 1 through 24 with the same force and effect as if more fully set forth herein at length.

28. Plaintiff had contracts with third parties.

29. The contracts with the third parties were valid contracts.

30. Defendant had knowledge of these contracts as Defendant was provided with Confidential Information of Plaintiff, NUTRITIONAL PRODUCTS.

31. Defendant knowingly and intentionally tried to induce a breach of contract between the Plaintiff and the third parties.

32. Defendant was not legally justified to take the actions that she took.

33. As a result of the actions taken by Defendant, the Plaintiff sustained damages.

WHEREFORE, Plaintiff demands judgment against the Defendant for damages together with interest, court costs and for such other and further relief that the Court deems just and proper.

**COUNT III- CONSPIRACY**

34. Plaintiffs repeat and reallege Paragraphs 1 through 24 with the same force and effect as if more fully set forth herein.

35. Defendant and her husband, BRIAN GOULD, conspired together to do an unlawful act against the Plaintiffs.

36. Defendant, together with her husband, BRIAN GOULD, are improperly holding themselves out as maintaining a business relationship with Plaintiffs despite there being no longer a business relationship between Plaintiff and Defendant.

37. As a result of the acts performed pursuant to the conspiracy the Plaintiffs were damaged.

WHEREFORE, Plaintiffs demands judgment against the Defendant for damages together with interest, court costs and for such other and further relief that the Court deems just and proper.

**COUNT IV- FLORIDA UNIFORM TRADE SECRETS ACT**

38. Plaintiffs repeats and realleges Paragraphs 1 through 24 with the same force and effect as if more fully set forth herein.

39. This is an action brought pursuant to Chapter 688, Florida Statutes, the Florida Uniform Trade Secrets Act.

40. Defendant breached a duty of secrecy by improper means to misappropriate and acquire the trade secrets of Plaintiffs.

41. Due to the foregoing, Plaintiffs are entitled to recover damages for the misappropriation pursuant to Fla. Stat. §688.004(1).

42. The misappropriation by Defendant was willful and malicious.

43. Due to the foregoing, Plaintiffs are entitled to recover exemplary damages for the willful and malicious misappropriation pursuant to Fla. Stat. §688.004(2).

44. Plaintiff have been required to retain the services of their undersigned attorney, has agreed to pay said attorney a reasonable fee and the Defendant should be required to pay said fee pursuant to Fla. Stat. §688.005.

WHEREFORE, Plaintiffs demands judgment against the Defendant for damages together with interest, court costs and for such other and further relief that the Court deems just and proper.

**COUNT V- BREACH OF CONFIDENTIALITY AGREEMENT**

45. Plaintiffs repeats and realleges Paragraphs 1 through 24 with the same force and effect as if more fully set forth herein.

46. In the Mutual Confidentiality Agreement (Exhibit 1), Plaintiff and Defendant agreed to the following:

- (a) Keep all Confidential Information received in their possession, unless otherwise discarded via proper waste disposal methods, and treat all Confidential Information as confidential, regardless of when disclosed;
- (b) Not use any of the Confidential Information in any way other than for the Specific Purpose;
- (c) Refrain from making or having made any unnecessary recording or duplications of Confidential Information disclosed hereunder; and
- (d) Limit access to the Confidential Information to only those employees and independent contractors reasonably requiring it for the Specific Purpose.
- (e) Be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. The Recipients and the Discloser shall each be responsible for any breach of the foregoing made by them, regardless of whether such breach, if any, is by an officer, director, partner, employee, partner, consultant, agent, contractor, subcontractor, or any other relationship to the Discloser on the one hand and the Recipients on the other hand.

47. As more fully alleged above, Defendant breached her contractual obligations to Plaintiff.

48. Plaintiff has a legitimate business interest in protecting its confidential trade secrets and substantial and/or ongoing relationship with its customers.

49. Defendant signed the Agreement and received access to Plaintiff's Confidential Information.

50. Plaintiff's legitimate business interests set forth above justify the restrictive covenants set forth in the Agreement.

51. The specific restraints contained in the Agreement are reasonably necessary to protect the legitimate business interests of Plaintiff or are interests sufficient to justify the restrictions.

52. Plaintiff is likely to succeed on the merits because the Agreement is reasonable in time, area, and line of business, and protects legitimate business interests.

53. Defendant breached the terms of the Agreement and will continue to violate the Agreement unless enjoined.

54. As a result of Defendant violation of the Agreement Plaintiff, NUTRITIONAL PRODUCT, has been damaged.

55. Pursuant to Section 11 of the Agreement, "... (T)he parties recognize that enforcement of this Agreement may involve issues not susceptible of ascertainment in monetary damage amounts, that irreparable damage could result from a breach of the obligations dealt with in this Agreement, and that appropriate relief in the event of such breach or threatened breach would include immediate injunctive relief.."

56. As a result of Defendant's, breach of the Agreement, Plaintiff, NUTRITIONAL PRODUCTS, has sustained and will continue to sustain irreparable harm for which monetary damages are an insufficient remedy and therefore Defendant needs to be enjoined immediately to prevent further harm.



57. Defendant's conduct as described, unless and until enjoined by order of this Court, will cause irreparable injury to Plaintiff.

58. Plaintiff will lose, and will continue to lose, profits and good will as a result of Defendant's acts.

59. Plaintiff has no adequate remedy at law because the amount of the damage is impossible to determine and of a character that cannot be remedied by money.

60. There is no harm to the public interest in granting the injunctive relief requested because protection must be provided to Plaintiff since Defendant agreed not to engage in the conduct set forth in the Agreement.

WHEREFORE, Plaintiff respectfully prays that this Court:

A. Enter Judgment in favor of Plaintiff and against Defendant for a temporary injunction (until Plaintiff's right to a permanent injunction is determined) enjoining Defendant, and Defendant's servants, agents, and any person in active concert or participation with Defendant who receives actual notice of the injunction, from participating, directly or indirectly, in any business, enterprise or employment which directly solicits business, performs services or delivers goods that are competitive to those of Plaintiff, nor, sell to, or contact any customer or prospect of Plaintiff, wherein Plaintiff markets its products or services for any person, firm or corporation in any way competitive with Plaintiff;

B. Enter Judgment in favor of Plaintiff and against Defendant for a permanent injunction on final trial of the above entitled cause enjoining Defendant and Defendant's servants, agents, and any person in active concert or participation with Defendant who receives actual notice of the injunction, from participating, directly or indirectly, in any business, enterprise or employment which directly solicits business, performs services or delivers goods

that are competitive to those of Plaintiff, nor, sell to, or contact any customer or prospect of Plaintiff, or any other place wherein Plaintiff markets its products or services for any person, firm or corporation in any way competitive with Plaintiff;

C. Enter Judgment in favor of Plaintiff and against Defendant for damages;

D. Enter Judgment in favor of Plaintiff and against Defendant for costs of suit incurred in this action;

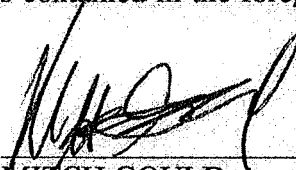
E. Award Plaintiff all taxable costs, expenses and reasonable attorney's fees pursuant to applicable statute and the parties' Agreement;

F. Award Plaintiff such other and further relief that the Court deems just and proper.

Peter B. Weintraub  
PETER B. WEINTRAUB  
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VERIFICATION

I do hereby swear that the allegations contained in the foregoing are true and correct to the best of my knowledge.

  
\_\_\_\_\_  
MITCH GOULD

STATE OF FLORIDA                    )

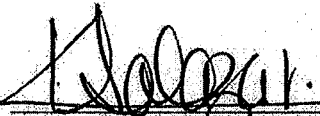
COUNTY OF PALM BEACH            )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in this State and County to take acknowledgments, personally appeared MITCH GOULD, who produced FL DL as identification/known to me personally and who took an oath to be the person described in and who executed the foregoing Verified Complaint and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of June, 2019.

(NOTARY SEAL)



  
\_\_\_\_\_  
Signature of Notary Public

Katherine Salazar  
Name of Notary, Typed, Printed or Stamped

# Nutritional Products International, Inc.

## MUTUAL CONFIDENTIALITY AND NON-COMPETE AGREEMENT

THIS AGREEMENT (this "Agreement") is made this 15<sup>th</sup> day of January 2018, by and between Nutritional Products International, Inc., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "NPI" and Brian Gould and all entities owned by Brian Gould: Southeastern Sales Consultant, Inc., hereinafter collectively referred to as "BG."

WHEREAS, NPI and BG (collectively the "Parties") each possess confidential or proprietary information relating to a business and/or investment banking relationship (hereinafter referred to as the "Confidential Information");

WHEREAS, the Parties have disclosed or are willing to disclose the Confidential Information each to the other for the purpose of enabling the Parties to this Confidentiality Agreement, at each of the Parties expense, to examine and evaluate whether either the Parties wish to hold business discussions concerning the aforementioned business and/or potential investment opportunities and/or corporate development/investor banking activities (hereinafter referred to as the "Specific Purpose"); and

WHEREAS, the Parties wish to receive the Confidential Information for the Specific Purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) This Agreement will become effective when all the Parties execute this Agreement, which may be done in counterparts.
- 2) The Parties will disclose each to the other so much of the Confidential Information as the Parties, in their reasonable judgment, believe is necessary for the Specific Purpose.
- 3) The Parties recognize the confidential nature of any disclosure of the Confidential Information made pursuant to this Agreement.
- 4) The Parties agree they shall:
  - (a) Keep all Confidential Information received in their possession, unless otherwise discarded via proper waste disposal methods, and treat all Confidential Information as confidential, regardless of when disclosed;
  - (b) Not use any of the Confidential Information in any way other than for the Specific Purpose;
  - (c) Refrain from making or having made any unnecessary recording or duplications of Confidential Information disclosed hereunder; and
  - (d) Limit access to the Confidential Information to only those employees and independent contractors reasonably requiring it for the Specific Purpose.

EXHIBIT "A"

- (e) Be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. The Recipients and the Discloser shall each be responsible for any breach of the foregoing made by them, regardless of whether such breach, if any, is by an officer, director, partner, employee, partner, consultant, agent, contractor, subcontractor, or any other relationship to the Discloser on the one hand and the Recipients on the other hand.
- 5) The Parties obligations under this Agreement will extend for a term of two (2) years from the date of execution of this Agreement by all parties hereto.
- 6) The Parties shall return each to the other, upon written request of either party to this Agreement, all Confidential Information in recorded form that is in either party's possession or control.
- 7) Subject to Paragraphs 5) and 6) hereof, the Parties obligations of confidentiality and nonuse pursuant to Paragraphs 3) through 7) hereof will survive any termination of the Parties right to use the Confidential Information for the Specific Purpose.
- 8) The Parties will obtain no right of any kind to the Confidential Information other than the right to use the Confidential Information for the Specific Purpose, and all Confidential Information remains the property of the party, which has provided the Confidential Information.
- 9) Each of the Parties shall make a list of the entities introduced by each Party to the other and that list shall form a part of this Agreement.
- 10) This Agreement shall inure to the benefit of, and shall be binding upon, each party's successors and assigns, including, without limitation, any person, partnership, or corporation which may acquire all or substantially all of a party's assets and business, or into which either party may be consolidated or merged. If any action at law or in equity is necessary to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. The parties recognize that enforcement of this Agreement may involve issues not susceptible of ascertainment in monetary damage amounts, that irreparable damage could result from a breach of the obligations dealt with in this Agreement, and that appropriate relief in the event of such breach or threatened breach would include immediate injunctive relief.
- 11) If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be deleted and the remainder of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to duration, geographical scope, activity, or subject, then it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it then appears.
- 12) This Agreement confirms the previous understandings of the Parties as of any date that the party first received any Confidential Information from the other party, and this Agreement shall apply retroactively to that date.
- 13) This written Agreement embodies all of the understandings and obligations between the Parties with respect to the subject matter hereof.
- 14) No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other or further right, power, or privilege hereunder.

15) The sole purpose of this Agreement is to provide for access to Confidential Information for the Specific Purpose while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. Furnishing Confidential Information hereunder does not constitute an offer by any party hereto. The Parties agree that unless and until a definitive agreement between the Parties has been executed and delivered, and then only to the extent of the specific terms of such definitive agreement, no party hereto will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any party or their respective representatives, except, in the case of this Agreement, for the matters specifically agreed to herein. A party shall be entitled to cease disclosure of Confidential Information hereunder and any party may depart from negotiations at any time for any reason or no reason without liability to any party hereto. However, such departure from negotiations shall not extinguish any rights or obligations that any party may have under this Agreement.

16) **Obligation of Non-Competition** The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

17) **Non-Circumvention** The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of profits, fees or otherwise, without the specific written approval of the Company.

18) **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.** Any controversy or claim ("claim"), whether based on contract, tort, statute, or other legal or equitable theory (including, but not limited to, any claim of fraud, misrepresentation, fraudulent inducement, or any question of validity or effect of this Agreement, including this clause) arising out of or related to this Agreement (including any amendments or extensions), or the breach or termination thereof shall be settled by governing law: this contract is subject to the laws of the state of Florida and any dispute concerning it will be subject first and foremost to a court of competent jurisdiction located in palm beach county, Florida. The parties hereby consent to jurisdiction in Palm Beach County, Florida. The prevailing party in any such action shall be entitled to recover their reasonable attorneys' fees and court costs.

**NUTRITIONAL PRODUCTS INTERNATIONAL, INC.**

*Brian Gould*

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SIGNATURE

Brian Gould

*Brian Gould*

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SIGNATURE