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IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA

DL CYCLES, LLC,

Plaintiff,

v.

PAUL MAZUREK,

Defendant.

CASE NO: 11-2015-CA-000907-0001-XX

BY: _____

CLERK OF COURT

2015 JUL 21 PM 3:20

FILED
COLLIER COUNTY FLORIDA

CONSENT FINAL JUDGMENT

This Consent Final Judgment and Permanent Injunction was entered upon agreement between the Plaintiff, DL Cycles, LLC (“Plaintiff”), and the Defendant, Paul Mazurek (“Defendant”)(collectively, “the Parties”).

JURISDICTION AND VENUE

The Parties, having stipulated that this Court has jurisdiction to enter a final judgment and permanent injunction in this matter, agree to the entry of the Consent Final Judgment and Permanent Injunction and to the findings of fact and conclusions of law set forth below. The Court, having reviewed the file and necessary papers, makes the following findings:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. The Parties

A. DL Cycles, LLC is a Florida limited liability company whose principal place of business is in Lee County.

B. Paul Mazurek is a Florida resident whose address is in Broward County, Florida.

II. Background

- A. Aside from a brief stint in 2011, Defendant was an employee of Plaintiff from October, 2009 until sometime in April, 2015.
- B. During Defendant's employment with Plaintiff, Defendant had access to Plaintiff's valuable confidential information including, but not limited to, its financial information, customer lists, future business plans, and marketing data and strategies.
- C. During Defendant's employment with Plaintiff, Defendant maintained Plaintiff's relationships with its customers on Plaintiff's behalf. Some of Plaintiff's relationships with its customers were substantial as that term is used in Florida Statutes 542.335.
- D. During Defendant's employment with Plaintiff, Defendant entered into a Performance Bonus Agreement ("the Agreement") with Plaintiff which contained certain restrictive covenants.
- E. The Agreement restricts Defendant from (1) competing within a 30-mile radius of any of Plaintiff's physical locations for a period of one-year post employment; (2) soliciting Plaintiff's employees to terminate their employment with Plaintiff; (3) soliciting Plaintiff's customers; and (4) using or disclosing Plaintiff's confidential information or trade secrets.
- F. The foregoing restrictions, including the geographic and temporal restrictions, are reasonable.
- G. As consideration for Defendant's entering into the restrictive covenants, Plaintiff agreed to continue to employ Defendant as well as to make periodic payments into a life insurance policy in Defendant's name.

- H. Subsequently, the Parties agreed that Defendant's additional consideration would take the form of periodic payments into a mutual fund in Defendant's name.
- I. Plaintiff made the payments into the mutual fund as agreed.
- J. Subsequent to the termination of his employment, Defendant became employed by a competitor of Plaintiff within the restricted territory.
- K. Plaintiff subsequently brought an action for Breach of Contract against Defendant, alleging violations of each of the restrictive covenants contained the Agreement.
- L. Plaintiff further alleged that the Plaintiff's legitimate business interests include its (1) valuable confidential information or trade secrets; (2) substantial relationships with current customers; (3) customer goodwill associated with a specific geographic location; and (4) extraordinary or specialized training. Defendant does not dispute the existence of these legitimate business interests.
- M. The restrictive covenants are reasonably necessary to protect the legitimate business interests justifying the restrictions.
- N. The restrictive covenants do not violate any public policy.
- O. The restrictive covenants are valid and enforceable under 542.335 Florida Statutes.
- P. Defendant's alleged acts, if proven at trial, would violate the enforceable restrictive covenants.
- Q. In lieu of an extended litigation and trial, the parties stipulated to the entry of this consent final judgment and permanent injunction. Defendant waives any and all

rights and defenses that might preclude entry and the full force and effect of this consent final judgment and permanent injunction.

WHEREFORE, based upon the foregoing factual findings, it is hereby **ORDERED AND ADJUDGED**:

SCOPE OF CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION

I. Injunctive Terms

The Court hereby permanently enjoins Paul Mazurek from the following:

1. Directly or indirectly competing – in any individual capacity, or as an owner, co-owner, partner, member, joint venture, officer, director, independent contractor, or owner of any person – with Plaintiff by engaging or investing in; owning, operating, financing, controlling, or participating in the ownership, operation, financing, or control of; becoming engaged as an independent contractor by; becoming employed by; lending Defendant's name or any similar name to; or lending the Defendant's credit to any bike shop or any other person which engages in the business conducted by Plaintiff within a 30-mile radius of any of Plaintiff's physical locations for a period of 18 (eighteen) months from the date of entry of the CFJ;
2. For a period of 18 (eighteen) months from the date of entry of the CFJ; (1) inducing or attempting to induce any employee, agent, or independent contractor of Plaintiff to leave the employ of, or to terminate such person's engagement with Plaintiff; (2) interfering in any way with the relationship between the Company and any officer, director, employee, agent or independent contractor of Plaintiff; (3) employing or engaging any current employee, agent, or independent contractor of Plaintiff or any person who during the twenty-four (24) month period prior to the entry of this CFJ was an employee, agent, or

- independent contractor of Plaintiff or received compensation for services rendered or products or goods sold to Plaintiff; or (4) inducing or attempting to induce any client, customer, supplier, vendor, licensor, licensee, franchisor, franchisee, or business relation of the Plaintiff to cease doing business with Plaintiff;
3. For a period of 18 (eighteen) months from the date of entry of the CFJ, soliciting the business of any current customer, client, licensee, or franchisee of Plaintiff or any person who, during the 12 (twelve) month period prior to May 1, 2015 received services, products, or goods from Plaintiff or who compensated Plaintiff for services, products, or goods; and
 4. Disclosing any of Plaintiff's confidential information or trade secrets including:
 - a. Information concerning the business and affairs of Plaintiff, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information);
 - b. Records, documents, client and customer lists, referral sources, financial information, proprietary information, methods, techniques, processes, marketing

and acquisition strategies and plans, intellectual property (regardless of whether patentable or copyrightable), formulas, computer print-outs and other information and work product of any kind; and

- c. Information concerning the business and affairs of Plaintiff and its customers and clients (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, and personnel training techniques and materials).

II. Additional Terms

5. The Parties jointly participated in the negotiation of the terms articulated in this Consent Final Judgment and permanent injunction.
6. The Consent Final Judgment shall constitute the complete settlement of the Parties for all issues raised in this litigation and all issues that could have been raised in this litigation.
7. Plaintiff's address of record is 8001 Plaza Del Lago Drive, Suite 101, Estero, FL 33928.
8. Defendant's address of record is 5851 Holmberg Road, Unit 713, Parkland, FL 33067.
9. This Consent Final Judgment and Permanent Injunction is continuing in nature and shall be binding on each of the Parties.
10. The Parties shall bear their own costs, expenses, and attorney's fees in the above captioned matter.

III. Penalties for Noncompliance

11. This Court shall retain jurisdiction over this matter to enforce the terms and conditions of this Consent Final Judgment and Permanent Injunction and enter any further Orders as

may be necessary to ensure compliance, including by contempt proceedings, civil and/or criminal.

12. In any action brought to enforce the terms of this Consent Final Judgment and Permanent Injunction, the prevailing party shall be entitled to recover its costs, attorney's fees, and other relief as may be allowed by law from the defaulting party.


IV. Waiver By Parties Of Hearing

13. The Stipulation for Settlement signed by the Parties in anticipation of this Consent Final Judgment and Permanent Injunction – incorporated herein by reference – indicates the Parties waiver of a hearing on this matter. This Court hereby accepts the waiver and enters this Order without hearing.

DONE AND ORDERED in Chambers in Naples, Collier County, this 21st day of July,
2015.



HON. JAMES SHENKO
Circuit Judge


cc: All counsel of record