

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION**

PBM GRAPHICS, INC.,

Plaintiff,

vs.

PARK COMMUNICATIONS, LLC d/b/a  
MILLENNIUM PRINT GROUP, JEFFREY  
BENNETT, BRENDAN BLISS, and LYNN  
CREECH,

Defendants.

Case No. 5:19-cv-00161-FL

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES**

Plaintiff PBM Graphics, Inc. (“PBM” or “Plaintiff” or the “Company”), by and through its attorneys Littler Mendelson, PC and McCaulley Dowell, and for its Complaint against Defendants Park Communications, LLC d/b/a Millennium Print Group (“Millennium”), Jeffrey Bennett (“Bennett”), Brendan Bliss (“Bliss”), and Lynn Creech (“Creech”) (hereinafter, collectively referred to as the “Defendants”), hereby alleges and says:

**INTRODUCTION**

1. PBM has been and continues to be the target of an ongoing corporate raid orchestrated by Millennium, a direct competitor in the printing and graphics industry, designed to: infringe upon PBM’s patented intellectual property; strip PBM of its key employees; take its confidential, proprietary and trade secret information; and unlawfully divert its key customer relationships, all in an effort to illegally expand its own market share and destroy competition at PBM’s expense.

2. Millennium has accomplished this by willfully infringing PBM’s intellectual property rights.

3. Millennium has also accomplished this by inducing many of PBM's integral employees to a) breach the key terms of valid and binding Confidentiality Agreements with PBM; and b) disclose, misuse and misappropriate PBM's confidential, proprietary and trade secret information.

4. This is an action brought by PBM for injunctive and legal relief to prevent Millennium from willfully infringing at least United States Patent No. 9,701,455 ("455 patent"), and to prevent Millennium and PBM's former employees (Bennett, Bliss, and Creech, collectively, the "Former Employees"), from unfairly competing, breaching their agreements with PBM, misappropriating PBM's confidential, proprietary and trade secret information, and tortiously interfering with its employee and customer relationships. Plaintiff brings this action seeking preliminary and permanent injunctive relief to stop Millennium's and the Former Employees' conduct and damages for the injuries PBM has suffered to date.

5. PBM is a full service printing and graphics communications company. PBM's approach is to custom configure its deliverables for each customer so that each customer's unique needs and business challenges are addressed with the best, custom fit solutions. PBM is one of the leading producers of collectible cards in the United States, and is the printer of choice in the collectible card, trading card, and gift card industries.

6. Millennium is a direct competitor in the printing services industry. On its website, it touts a "Spotlight" on "Trading Cards & Specialty Cards" stating: "We have created one of the most sophisticated card and packaging facilities for the production of specialty and trading cards." Millennium has done this at PBM's expense.

7. Indeed, rather than compete fairly, Millennium has engaged in an unrelenting campaign to strategically and systematically raid PBM's employees. In an act of subterfuge,

Millennium uses the PBM employees it lured away from PBM to solicit their former colleagues at PBM. These same individuals also misappropriate PBM's confidential, proprietary and trade secret information, which is then used, upon information and belief, by those individuals as agents and employees of Millennium to solicit PBM's customers to move their business from PBM to Millennium. In Bennett's case, this solicitation was done while he was still employed by PBM, and in anticipation of his departure from PBM to Millennium.

8. Indeed, since 2014, PBM has lost 25 employees to Millennium, with 11 of these employees departing since 2018.

9. The full extent of Millennium's unlawful scheme became acutely apparent to PBM when it recently learned that: (a) Defendant Creech, a former employee who left PBM for Millennium, misappropriated hundreds of documents, including large volumes of highly confidential, proprietary and trade secret information, such as customer lists, prospective customer lists, pricing information, customer purchase histories and job-specific information, in blatant disregard of her contractual commitment to PBM that she would never remove any PBM materials from its premises; (b) Defendant Bennett, a former employee who left PBM for Millennium, texted a PBM client before he resigned, and asked the client if it would switch its business away from PBM; (c) Bennett thereafter misappropriated a document that can only be described as a "textbook" for processing jobs for PBM's large clients, including the same client he unlawfully solicited to leave PBM, including purchase histories, product specifications, information to determine pricing, and client lists, in blatant disregard of his contractual commitment that he would never remove PBM materials from its premises; (d) Bennett also emailed to his personal email address confidential company documents on the eve of, and even after, his resignation from PBM; (e) Millennium then, upon information and belief, actively

solicited, met with and provided quotes to one of PBM's large clients, the very same client whose information was in the materials taken by Bennett; (f) Bennett then, acting as an agent for Millennium, solicited Bliss, a PBM programmer who has unique and specialized knowledge concerning PBM's proprietary and trade secret randomization program known only to a select few PBM employees, and who has critical client relationships as a result of this specialized knowledge, to leave PBM and join Millennium; (g) thereafter, Defendant Bliss resigned from PBM to join Millennium, where he either already has, or inevitably will, breach his confidentiality agreement with PBM by using and disclosing its randomization program; (h) PBM also received reports that Rick Jones ("Jones"), the former Chief Executive Officer of PBM, was discovered to have met with a PBM client in concert with Millennium's President and Chief Executive Officer, in breach of his contractual non-competition and non-solicitation commitments to PBM; and (i) Jones, upon information and belief, and acting as an agent of Millennium, solicited another PBM employee to engage in activity anti-competitive to PBM while that employee was still employed by PBM.

10. In the meantime, continuing its assault on PBM on a separate front, Millennium sells an exact copy of what PBM refers to as its "hour glass" card packaging that was developed by PBM for use with its client Pokemon. Jones is the first named inventor on the '455 patent. Having helped develop the hour glass packaging for PBM, Jones filed a Declaration with the United States Patent and Trademark Office stating that he had read and understood the content of the application for the '455 patent, and that he believed he was an inventor of the packaging described and claimed in that application. As discussed above and below in Paragraphs 9 and 93-97, it is believed that Jones has been actively supporting Millennium's sales activities with Pokemon. Millennium is currently making the hour glass product packaging for Pokemon.

11. Millennium's efforts to poach Plaintiff's employees, convert its clients, and misappropriate Plaintiff's confidential, proprietary, and trade secret information continues. On information and belief, this is just the first step in a much wider ranging attack to misappropriate PBM's trade secrets and human capital to destroy competition and obtain for itself PBM's hard-earned market share, intellectual property, customer relationships, employee relationships, revenue, and goodwill. In this Complaint, PBM seeks, inter alia, preliminary and permanent injunctive relief to prevent Millennium from willfully infringing its patent, and to enforce promises made by the Former Employees, prevent Defendants from misappropriating and utilizing its confidential, proprietary and trade secret information, and from unlawfully competing with PBM, among other violations of federal and state law.

#### **THE PARTIES**

12. Plaintiff PBM is a corporation organized and existing under the laws of the State of North Carolina with its headquarters located at 3700 So. Miami Blvd., Durham, North Carolina, 27703. PBM is in the business of full service printing and graphics, and specializes in collectible and trading cards.

13. Upon information and belief, Defendant Jeffrey Bennett resides in Apex, North Carolina. Bennett was a Senior Project Manager for PBM, and worked for PBM from 2004 until his resignation from the Company on November 23, 2018.

14. Upon information and belief, Defendant Brendan Bliss resides in Morrisville, North Carolina. Bliss was a Technical Specialist for PBM until his resignation on March 29, 2019.

15. Upon information and belief, Defendant Lynn Creech resides in Cary, North Carolina. Creech was a former sales representative for PBM from August 2014 until her resignation on June 28, 2018.

16. Defendant Park Communications, LLC d/b/a Millennium Print Group is a North Carolina limited liability company, with its corporate headquarters located at 9301 Globe Center Drive, Suite 120, Morrisville, NC 27560.

### **JURISDICTION AND VENUE**

17. This action arises under the patent laws of the United States and the Defend Trade Secrets Act, 18 U.S.C. § 1831, et seq. This Court has federal-question jurisdiction over these claims under 28 U.S.C. §§ 1331 and 1338.

18. This Court has supplemental jurisdiction, under 28 U.S.C. § 1367, over Plaintiff's state law claims because they are so related to the federal law claims that they form part of the same case or controversy under Article III of the United States Constitution.

19. In addition, the Court has personal jurisdiction over the Defendants consistent with the United States Constitution and N.C. Gen. Stat. § 1-75.4 because, among other things, this lawsuit arises from acts and omissions committed within the state of North Carolina by the Defendants who reside in and have substantial contacts with and have engaged in substantial activities within North Carolina which have caused injuries and damages to Plaintiff in this state.

20. Venue is proper in this district and division under 28 U.S.C. §§ 1391(b) and (c), and 28 U.S.C. § 1400(b), as Millennium has a corporate office and principal place of business in this district.

## **FACTUAL ALLEGATIONS**

### ***PBM's Business and Trade Secrets***

21. PBM Graphics is a full service printing and graphics communications company. PBM's approach is to custom configure its deliverables for each customer so that each customer's unique needs and business challenges are addressed with the best, custom fit solutions.

22. The largest portion of PBM's business are collectible and trading card clients. The identity of the majority of PBM's clients, as well as the key decision makers at those clients, is not publicly available information. Indeed, some client accounts require the use of code names for the purpose of preventing their manufacturing point of origin from being publicly known.

23. The printing and graphics industry is extremely competitive. PBM directly competes with Millennium for collectible and trading card clients, among other clients.

24. PBM is one of the leading producers of collectible cards in the United States, and is the printer of choice for the top names in the collectible card, trading card, and gift card industries. This is no accident, but instead the result of PBM's continuous investment in its business.

25. Millennium seeks to achieve the same level of success as PBM, only its strategy to do so is by infringing upon PBM's patents, raiding PBM's employees, and stealing its confidential, proprietary and trade secret information.

***The Former Employees' Access to Confidential, Proprietary and Trade Secret Information***

26. Creech was a sales representative for PBM. In this role, Creech was responsible for developing sales for PBM clients and prospective clients. Creech had direct client contact with many of PBM's clients.

27. Bennett was a project manager for PBM. In this role, Bennett was responsible for managing the successful production of client production jobs. For example, if a client wished to produce a pack of collectible or trading cards, Bennett was responsible for seeing the project through from the beginning to the end. He was the key contact for many of PBM's clients, including two of its large clients. Bennett had direct client contact with these, and many of, PBM's clients.

28. Bliss was a technical specialist for PBM. At the time of his hire, Bliss had no programming experience or training regarding the randomization of card decks. PBM invested a substantial amount of time, effort and money in training Bliss on its highly proprietary, trade secret randomization program.

29. The randomization program is a multi-step, highly specialized randomization process which is not known in the industry and is unique and specialized to PBM, and is customized to PBM's clients. The program gives PBM a competitive advantage in the marketplace. Clients provide PBM with instructions regarding how many cards they would like in a card deck. Some cards are more valuable than others, and need to be randomly dispersed throughout the card decks. Accordingly, through the investment of years and many thousands of dollars, PBM developed a highly proprietary, trade secret program, utilized by Bliss, to accomplish this randomization, including a proprietary blending process so that certain ratios are met in the card packs between high value and more common cards, and that, thereafter, the card



decks with high value cards are randomly distributed to cases that are ultimately delivered to stores for sale. This randomization program is customized to each client to accomplish each client's needs and goals.

30. The ability to randomly distribute the high value cards to card decks without detection by the consuming public is integral to PBM's retention of its clients and a key factor in PBM's success in the collectible and trading card industry, giving PBM a significant competitive advantage over its competitors. Indeed, due to Bliss' knowledge about the randomization program, one client stated to PBM that it "better never let him leave."

31. The randomization process is so confidential, proprietary and trade secret that only a few employees at the Company (including Bliss) know how the program operates.

32. By virtue of their positions, and in order to perform their job duties for PBM, Creech, Bennett and Bliss had access to, were exposed to, and relied upon PBM's confidential, proprietary and trade secret information.

33. For example, in his role, Bennett had access to client lists, client purchasing histories, pricing information, data concerning how long it would take PBM to produce a job, job specifications and templates unique to PBM's clients that were used to produce client jobs, vendor information including costs for materials, and information concerning current and future projects and needs. None of this information is publicly available or easily ascertainable, and would be extremely valuable in the hands of a competitor.

34. In addition, in her sales role, Creech was provided with access to vast amounts of confidential, proprietary and trade secret information, including without limitation lists of PBM clients with the identity of the contact persons at those clients and contact information for those individuals, lists of prospective clients as well as contact information for individuals at the

prospect, competitive pricing information for PBM's clients (which vary by client), proprietary pricing calculators, and client job histories, among many other things. Creech also had access to internal company document such as branding, marketing and sales materials.

35. The trade secrets give PBM a significant competitive advantage not enjoyed by other companies, such as, for example, Millennium, that are not in possession of said trade secrets. The aforementioned information has significant economic value to PBM and would be of significant economic value to its competitors – like Millennium – looking to grow their market share.

36. The trade secrets are not generally known to, or readily ascertainable through proper means by, individuals outside of PBM.

37. PBM invested considerable time, effort and expense in developing the trade secrets, and maintaining their secrecy.

38. PBM took, and continues to take, all reasonable and diligent efforts to maintain and protect the secrecy of its confidential, proprietary and trade secret information by, among other things, limiting access to such information and storing such information on password protected networks accessible only by credentialed employees, by requiring its employees to acknowledge and agree to abide by Company confidentiality policies, and, as set forth below, by requiring its employees to execute confidentiality agreements.

### ***The Confidentiality Agreements***

39. The Former Employees were required to sign agreements that contain confidentiality provisions and which contain strict requirements which prohibit them from removing any documents or information from PBM's premises.

40. The Former Employees signed materially identical “Employee Confidentiality Agreements.” A copy of the Creech Agreement is attached as **Exhibit A**; a copy of the Bennett Agreement is attached as **Exhibit B**; and a copy of the Bliss Agreement is attached as **Exhibit C** (collectively referred to as the “Agreements”).

41. The Agreements are valid and enforceable contracts, and are incorporated by this reference as if fully set forth herein.

42. In the Agreements, the Former Employees agreed that during the term of their employment with PBM and for a period of three (3) years after the termination of their employment, he or she would not disclose to anyone under any circumstances any “proprietary or confidential information” of either PBM or its customers. **Exhibits A-C**, § 1.

43. The Agreements define “proprietary and confidential information” to include, but not be limited to, “all commercial data relating to the business or products of the company,” including the (a) identity of customers and customer contacts; (b) specifications regarding company products (including inventions, formulas, machinery, the subject matter of projects PBM is printing, the number of press sheets with respect to each project, the completion date of each project); (c) business methods and processes; (d) customer lists; (e) prospective customer lists; (f) employee list and compensation levels; (g) vendors, vendor’s costs for materials, use of raw materials; (h) pricing & marketing/business strategies; (i) company financial information and business plans; and (j) any information ancillary to the subjects noted above. **Exhibits A-C**, § 1.

44. The Agreements also provide that “[d]uring the term of Employee’s employment with PBM, Employee will not (either alone or with other persons) remove any material belonging to PBM or its employees, vendors or customers from the business premises of PBM

unless the PBM President, or his specific designee, gives **written** permission to the Employee authorizing such removal.” The Agreements define “material” to include, but not be limited to “documents.” **Exhibits A-C**, § 2.

45. In addition, in the Agreements, the Former Employees agreed that the “trading card companies are very important customers of PBM Graphics.” **Exhibits A-C**, § 4. They also agreed that “PBM employees... are prohibited from disclosing to anyone any information about trading cards, trading card products or games that was learned or discovered due to exposure to that information at PBM.” *Id.*

***Lynn Creech***

46. On June 28, 2018, Creech voluntarily resigned her employment with PBM.

47. On July 13, 2018, PBM sent Creech a letter reminding her “of the continuing obligations you owe to the Company pursuant to the Confidentiality Agreement you renewed on February 27, 2018,” and other Company policies, including the “Use of Customer Information Policy.” The letter advised that “[r]etention, or use, of the Company’s Confidential Information in any manner constitutes a breach of the Confidentiality Agreement and/or violation of Company policy.” A copy of the letter is attached as **Exhibit D**.

48. Creech did not admit to taking, nor did she return, a single document to the Company.

49. Thereafter, Creech accepted employment with Millennium performing, on information and belief, materially identical sales duties as those she performed for PBM.

50. Upon information and belief, in early January 2019, Creech, on behalf of Millennium, actively solicited multiple PBM employees to leave PBM and join Millennium.

***Jeff Bennett***

51. Bennett resigned from PBM effective November 23, 2018. Bennett thereafter accepted a position with PBM's direct competitor, Millennium, performing, upon information and belief, materially identical project management tasks to those he performed for PBM.

52. Prior to resigning and, upon information and belief, with full knowledge that he was leaving PBM to work for its competitor, Millennium, and on behalf of Millennium, Bennett texted a Vice President at one of PBM's large clients, asking if she would be willing to move the client's business from PBM to a competitor.

53. Then, in the weeks leading up to his resignation, and in a secret act of competition, Bennett forwarded from his PBM email address to his personal email address confidential client information, including:

- a) Bennett emailed from his PBM email to his personal email address two separate emails with patterns created by PBM for a collectible and trading card client for the placement of artwork on a card, and related specifications.
- b) Bennett emailed from his PBM email to his personal email address an email dated June 22, 2018, with project details specific to a project that PBM is currently estimating for a client.
- c) Bennett emailed from his PBM email to his personal email address an email dated May 14, 2015, with client specific information concerning print standards for a PBM client.
- d) Bennett emailed from his PBM email to his personal email address an email dated January 24, 2017, between PBM and a client, regarding product specifications.

54. Then, after his resignation, Bennett continued to unlawfully access PBM's email system and send to his personal email address confidential client and company information, including:

- a) On November 28, 2018, Bennett emailed from his PBM email to his personal email address an email dated November 7, 2017 from PBM to one of its vendors, attaching product specifications which set forth all of the information needed to produce a job for one of PBM's large clients. The attachments also contain PBM-specific proprietary information regarding the time it takes to complete certain processes, which do not come from a customer and which are highly relevant, competitive information that could be used to competitively price work for this client.
- b) On December 4, 2018, Bennett emailed from his PBM email to his personal email address an email dated February 20, 2018, attaching product dimensions for a PBM client.
- c) On December 4, 2018, Bennett emailed from his PBM email to his personal email address an internal PBM email dated November 2, 2018, regarding a job that PBM is currently bidding for a long-term client, including details regarding stock requirements for the project as well as the anticipated hours it would take to complete the project, which is highly valuable competitive information that could be used by a competitor to competitively price a competing bid.

- d) On December 4, 2018, Bennett emailed from his PBM email to his personal email address an email dated May 15, 2018 with a quote from a vendor for a project for one of PBM's clients.
- e) On December 4, 2018, Bennett emailed from his PBM email to his personal email address an email dated May 4, 2018 between PBM and a client, attaching password protected files containing product specifications for client approval.
- f) On December 6, 2018, Bennett emailed from his PBM email to his personal email address an internal PBM email dated November 1, 2018, which contains production hours and scheduling for the placement of a job from one of PBM's large clients which was still pending when Bennett resigned. This document contains everything that it takes to produce a job for this client, as well as the ability to price the job competitively because it contains the hours for production of the job. This information would be incredibly valuable to any competitor, who could use this information to price a competing bid accordingly. Further, the production hours on specific pieces of equipment and scheduling information for the job would allow a competitor to determine whether it had sufficient capacity to undertake the additional work in a given facility or whether it needed to make additional capital and/or human investments to do so.

55. Upon information and belief, Bennett also, on behalf of Millennium, aggressively and actively solicited multiple PBM employees to leave PBM and join Millennium, including Bliss.

56. Further, and not coincidentally, Millennium obtained business from at least one PBM customer that was previously serviced by Bennett at PBM and about whom Bennett received extensive confidential information.

57. In December 2018, PBM contacted Bennett with a question about one of the client accounts he formerly serviced when he was employed by PBM.

58. In response, Bennett forwarded to PBM *two PBM documents that he still had in his possession after his employment with the Company ended*. These documents were templates containing production schedules for producing card decks for a large PBM client.

59. Bennett should not have had these materials in his possession, as his Agreement prohibited him from removing any PBM material from the Company's premises.

***Creech and Bennett Admit That They Took And Used PBM Information***

60. On January 10, 2019, PBM, through counsel, informed Millennium that Bennett and Creech are parties to confidentiality agreements with PBM with ongoing obligations. PBM reminded Millennium that Bennett and Creech also have duties under common and statutory law not to use or disclose PBM's trade secrets and not to unfairly compete with PBM. A copy of this letter is attached as **Exhibit E**.

61. PBM informed Millennium that, unfortunately, the Company received information that Bennett retained certain PBM materials. At the time, PBM was only aware of the materials referenced in Paragraph 58. PBM demanded that all PBM materials be returned to the Company, but not be deleted until appropriate arrangements can be made to preserve evidence (although, in the interim, such documents were not to be accessed or used for any other purpose). *Id.*



62. On January 10, 2019, PBM, through counsel, sent Bennett a similar letter stating that the Company had recently been made aware that he took a position with Millennium, and to remind Bennett about his continuing obligations under his Agreement. A copy of the January 10 letter is attached as **Exhibit F**.

63. Bennett was advised: “given that you received trade secret information of the company during your employment, you have an independent statutory obligation not to use or disclose the trade secrets of PBM for your own or any other party’s benefit, including Millennium.” *Id.*

64. PBM demanded that Bennett cease and desist from activity in violation of his Agreement, and return all PBM related materials in his possession immediately. *Id.*

65. On January 30, 2019, Millennium’s counsel wrote to PBM’s counsel claiming to have “investigated the allegations in your January 10, 2019 letter.” A copy of Millennium’s letter is attached as **Exhibit G**.

66. In its letter, Millennium *admitted* that:

*Mr. Bennett disclosed to us that his laptop contained an Excel spreadsheet that tracked print jobs. Under the section which contained current Millennium jobs was a section entitled ‘Completed.’ These jobs were jobs that had been completed while Mr. Bennett was employed by PBM. The Millennium IT Manger has erased this ‘completed’ information from Mr. Bennett’s laptop and from the Millennium computer system, and Mr. Bennett has represented to us that he has not retained a copy. Enclosed is a silver thumb drive with the ‘completed’ information.*

*Id.* (emphasis added).

67. The “silver thumb drive” contained a massive excel file, which contains a compilation of many years’ worth of information concerning PBM’s clients, including purchase histories, confidential client lists, requirements of customer jobs and orders, production

specifications, and other material information which, in sum and substance, is an internal playbook and “textbook” regarding many of PBM’s largest and most strategically important clients, including separate tabs comprised of:

- a) A client list of PBM’s clients who order gift cards, and years’ worth of purchase histories, especially the quantity of cards ordered, which would allow anyone with this information to determine PBM’s biggest gift card clients and target them accordingly.
- b) A client list of several of PBM’s commercial printing clients, along with their purchase history, the types of items they ordered, job numbers, quantity ordered, various dates and deadlines, as well as the status of the jobs. This information would allow a competitor to determine which clients to target, and specifically those clients’ commercial printing needs.
- c) A compilation of data concerning PBM’s largest trading and specialty card clients serviced by Bennett. The tabs include a purchase history for the clients, the list of cards produced, job numbers, start and finish dates for the jobs, forms used, the status of the jobs, the quantity ordered, and notes for the jobs, among other things, for PBM’s large clients.
- d) A client list of PBM’s other clients, such as those clients that order display boxes, color books, posters, holiday gift guides, playing cards and overwraps, including purchase histories, the types of items those customers order, job numbers, quantities, shipping dates, and notes for the clients. Again, this information would allow a competitor to determine which clients to target, and those clients’ needs.

- e) An overwrap sizing calculator, used to specify overwrap dimensions in order to produce a card deck that was developed over time from information shared with Bennett for the production of trading card products.
- f) Materials pricing information for four of PBM's trading card clients.

68. Notably, the identities of most of PBM's customers are not information generally available to the public, let alone the customer-specific details contained in the spreadsheet taken by Bennett. As set forth above, the identities of certain of PBM's customers are so confidential that the clients have adopted code names for the purpose of preventing their manufacturing point of origin from being publicly known. This includes customers on Bennett's misappropriated spreadsheet, where he did not use the assigned code names. In addition, when the Company produces marketing material, it blurs client brand names to make them unrecognizable.

69. Millennium's letter is telling in that Millennium admits that (a) Bennett was using the confidential, proprietary and trade secret information above on behalf of Millennium, (b) this document was saved on Millennium's system, and (c) that Millennium has intentionally destroyed evidence, despite having been specifically put on notice that it was not to destroy the same. *See Exhibit G.*

70. Notably, Millennium did not return (a) either of the excel production spreadsheets that Bennett previously disclosed to PBM, see Paragraph 58, and which Bennett (and upon information and belief, Millennium) still has in his/its possession, or (b) any of the emails that Bennett forwarded to his personal email address. Millennium also does not claim to have searched anywhere else on its systems where this confidential, proprietary and trade secret information may be located, including other Millennium employees to whom Bennett may have distributed this highly proprietary information.

71. In addition, in its letter, Millennium admitted that it “inquired of Ms. Creech whether she had any PBM information” and that she was, in fact, “in possession of a thumb drive which contained information about a PBM direct mail account.” Millennium claims that it “informed Ms. Creech that Millennium would not pursue such account—from a printing perspective, it could not pursue the account because a webpress is required, and Millennium does not have a webpress.” **Exhibit G.**

72. Millennium enclosed a thumb drive “with the information” and stated that “Ms. Creech has represented to us that she has not retained any copies of such information, and it never was on the Millennium computer system.” **Exhibit G.** Millennium does not claim to have searched for any of the information on its computer systems, instead relying on Creech’s representations.

73. Contrary to Millennium’s representations in the letter, the thumb drive contained what appears to be a replica of Creech’s local drive of her PBM computer, comprised of 26 separate folders, and within those folders additional sub-folders. There are hundreds of documents in these folders, some of which are titled “CONTACTS” and “PROSPECT LISTS.” There are also folders concerning “Sales” and “Internal Ed[ucation],” as well as client-specific folders with client-specific information.

74. For example, the thumb drive includes, among many other things:

- a) A client list, which includes email addresses and phone numbers for contacts at clients.
- b) Prospective client lists, which include the prospective client’s name, contacts at the prospective client, and addresses and phone numbers for the prospective clients.

- c) Sales pipelines, including descriptions of additional opportunities with the client and prospective client.
- d) Price calculators to price client projects.
- e) Pricing quotes and estimates for recent and historical client projects, broken down by quantity, labor, materials, stock, purchases, and shipping costs.
- f) Price lists which are marked “for internal use only.”
- g) Pricing guides, which are marked “Confidential – Do Not Distribute.”
- h) Mapped out processes for a client.
- i) Internal materials, such as brand guidelines, which are marked “for internal use only.”
- j) Financial data concerning sales performance, marked “Confidential.”

75. At least one document on the thumb drive, that contains information concerning booked sales for a client, based on job number, job description, job date, due date, cost information and job quantity, appears to have been modified on September 17, 2018, months after Creech resigned from PBM.

76. Despite requests to cease their use of PBM’s confidential, proprietary and trade secret information, Millennium, Creech and Bennett, upon information and belief, continue to use such information to directly solicit PBM’s clients.

77. Indeed, upon information and belief, Millennium either is meeting, or has recently met, with one of PBM’s large trading card clients to solicit their business. Information concerning this customer is contained in the materials taken by Bennett, and would be highly beneficial in the solicitation as it provides detailed information concerning this client which was

developed by PBM during its long relationship with this client. Upon information and belief, in mid-March 2019, this same client also solicited a quote from Millennium.

***Bliss Resigns from PBM***

78. On March 29, 2019, Bliss resigned from PBM to work for Millennium.

79. The loss of Bliss is detrimental to PBM, as Bliss is one of PBM's key trading card programmers and a critical part of the Company's trading card growth strategy. The Company invested years and many thousands of dollars in training and developing Bliss, and entrusted him with its highly valuable trade secret information, specifically its randomization program and the randomization requirements and specifications for its clients.

80. Prior to resigning, Bliss informed PBM that he was taking the position with Millennium based on Millennium's representations that it would shortly begin performing work for one of PBM's large clients, a client on whose work Bliss spent a significant amount of time and which PBM specifically trained him to work on using highly confidential, proprietary and trade secret programming techniques designed to fulfill the randomization requirements of this client.

81. Bliss advised PBM that he believes he will do this same work, for this same client, at Millennium, based on Millennium's representations to him. In order to do so, Bliss will use the confidential, proprietary and trade secret information he received while at PBM regarding the randomization programming.

82. Upon information and belief, the position Bliss is to assume at Millennium is materially identical to the position he occupied for PBM, and Bliss is to work on the randomization of card decks for Millennium.

83. Upon information and belief, until its hire of Bliss, Millennium did not have the capability to do the same randomization programming for this large client of PBM, as is performed by PBM.

***Millennium's Calculated Campaign to Steal PBM Talent***

84. It is not by accident that Creech, Bennett, and Bliss are leaving PBM and joining Millennium. Instead, Millennium has engaged in a calculated campaign to raid PBM's valuable employees with knowledge of its most confidential, proprietary and trade secret information, in an effort to completely decimate PBM's business and Millennium's competition.

85. Millennium's President and CEO, Terry Pegram, was a former owner of PBM until he sold the Company to CGX in 2008. Pegram was subject to a 5 year non-competition agreement. As soon as his non-compete expired, on or around 2014, Pegram joined Millennium and immediately started poaching PBM's talent, along with its confidential, proprietary and trade secret information.

86. Indeed, since 2014, PBM has lost 25 employees to Millennium, including:

<b><u>Names</u></b>	<b><u>Job Title</u></b>	<b><u>Term Date</u></b>
Michelle Murrell	Customer Svc	7/8/2014
Wayne Bailey	PrePress Mgr	7/9/2014
Javier Dominguez	Press Helper	7/12/2014
Albert Park	Customer Svc Supervisor	8/16/2014
Vicky Park	Customer Svc	9/13/2014
Ricky Crabtree	Press Operator	3/13/2015
Ralph Black	Web/Flexo Press Supervisor	5/2/2015
Dewayne Davidson	Press Operator	5/15/2015
Rick Brown	Packaging Supervisor	5/21/2016
Susan Ward	Scheduler	6/8/2016
Caleb Gilliland	Press Operator	10/26/2016

Tara Manning	Scheduler	11/28/2016
Steve Bauer	Planner	5/25/2017
Jerry Kirkman	Sales Rep	6/1/2017
Andy Charters	Packaging Designer	2/25/2018
James Caraglio	Press Operator	3/5/2018
Lynn Creech	Sales Rep	6/30/2018
Doug Becker	Planner	9/4/2018
Tommy Davis	Press Helper	11/17/2018
Jeff Bennett	Cust Svc. Supervisor	11/23/2018
Chris Hartley	Press Operator	11/24/2018
Lucy Jones	Acct Manager	12/8/2018
Glenn Audette	MASA Supervisor	1/21/2019
Brendan Bliss	Technical Specialist	3/29/2019
Will Patterson	Sales Rep	4/12/2019

***Rick Jones***

87. In addition, Millennium is poised to hire Jones, PBM's former Chief Executive Officer, who has already started to engage in client and employee solicitation activities with Millennium, in breach of his contractual commitments to PBM.

88. Specifically, on or about March 2016, Jones became Chief Executive Officer at PBM.

89. In connection with this appointment, Jones signed an Employment Agreement.

90. The Employment Agreement contains confidentiality, non-compete and non-solicitation covenants, among other things.

91. Jones voluntarily resigned from PBM on August 1, 2018.

92. The restrictive covenant does not expire until August 1, 2019, at the earliest.

93. On January 11, 2019, PBM received an anonymous email that Jones "has continued to be involved in the printing industry since he left PBM."



94. The email informed PBM that Jones “was recently seen with [Terry Pegram, the President and CEO of Millennium] at the [MPG] employee Christmas party.”

95. The email reported that the sender had also “heard that they [Jones and Pegram] traveled to Seattle together in November to meet with [Pokemon] and possibly other accounts. I believe there have been other meetings with [Pokemon] since then.”

96. Thereafter, in February 2019, Jones, upon information and belief, and acting as an agent of Millennium, solicited a PBM employee to engage in activity anti-competitive to PBM and for Millennium’s benefit while that employee was still employed by PBM.

97. The solicited employee has a key client relationship with a large PBM client. Importantly, that client was formerly Jones’ client when he was employed by PBM—and is the same client, according to the anonymous email, that Jones and Millennium met with in November.

**FIRST CLAIM FOR RELIEF**  
**(Direct Patent Infringement –Millennium)**

98. PBM is the exclusive licensee or owner of United States Patent No. 9,701,455 entitled “Paper Sleeve Package” issued July 11, 2017 (hereafter referred to as “the ‘455 patent”), a copy of which is attached as **Exhibit H**. The patented invention relates to packaging utilized to display and protect products in a retail environment, and more particularly, to a one-piece integrated package for securing trading cards.

99. The Abstract of the ‘455 patent states: “ABSTRACT A shaped package formed of a blank of paper card stock. The blank may be a single panel which is cut to have two shaped, substantially symmetrical portions, which when bent along a hinge, forms the shaped package.

The panel includes tongues or flaps extending from one end of the panel that secure the product within the package.”

100. There are thirteen (13) claims in the ‘455 patent. Claim 1 is the single independent claim and claims 2-13 are dependent claims.

101. On information and belief, Defendant Millennium has violated, and is continuing to violate, 35 U.S.C. 271 by directly infringing one or more claims of Plaintiff’s ‘455 patent. More specifically, Millennium’s past and continuing acts of direct infringement comprise making, using, offering to sell, or selling, without authority, packaging covered by one or more claims of the ‘455 patent, within the United States, or importing, without authority, into the United States packaging covered by one or more claims of the ‘455 patent during the term of the patent.

102. Claims 1-9 and 11-13 of the ‘455 patent have been and are being infringed literally or equivalently by Millennium’s accused packaging, a representative sample of such packaging is specifically identified as: **Pokemon Booster Pack / Sun & Moon / “Team Up”** and is shown in the photographs reproduced below.



103. The language of independent claim 1 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 1.

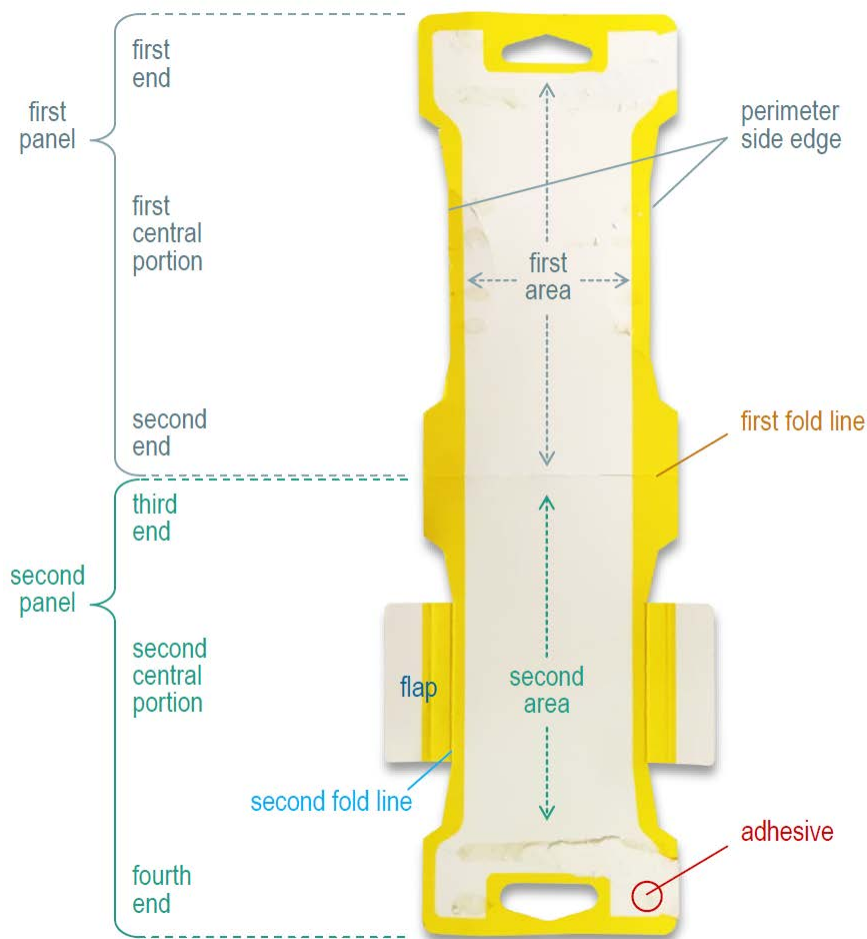
What is claimed:

1. A packaging, comprising:

a substrate, comprising:

- a first panel including a first end, a first central portion, and a second end, opposing perimeter side edges defining the first panel and extending between the first end and the second end, a first area defined by the first end, the second end, and the perimeter side edges being free of fold lines and flaps;
  - a second panel including a third end, a second central portion, and a fourth end, a second area defined by the third end and the fourth end being free of fold lines and flaps, the second end is coupled to the third end at a first fold line, and the first panel is substantially identical to the second panel; and
  - a flap extending from the second central portion at a second fold line, when the first panel is folded toward the second panel about the first fold line and the flap is folded about the second fold line, the flap couples the first panel and the second panel; and
- an adhesive on one or more of the first end of the first panel and the fourth end of the second panel adapted to couple the first end to the fourth end.

104. Each of the elements identified above in claim 1 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.

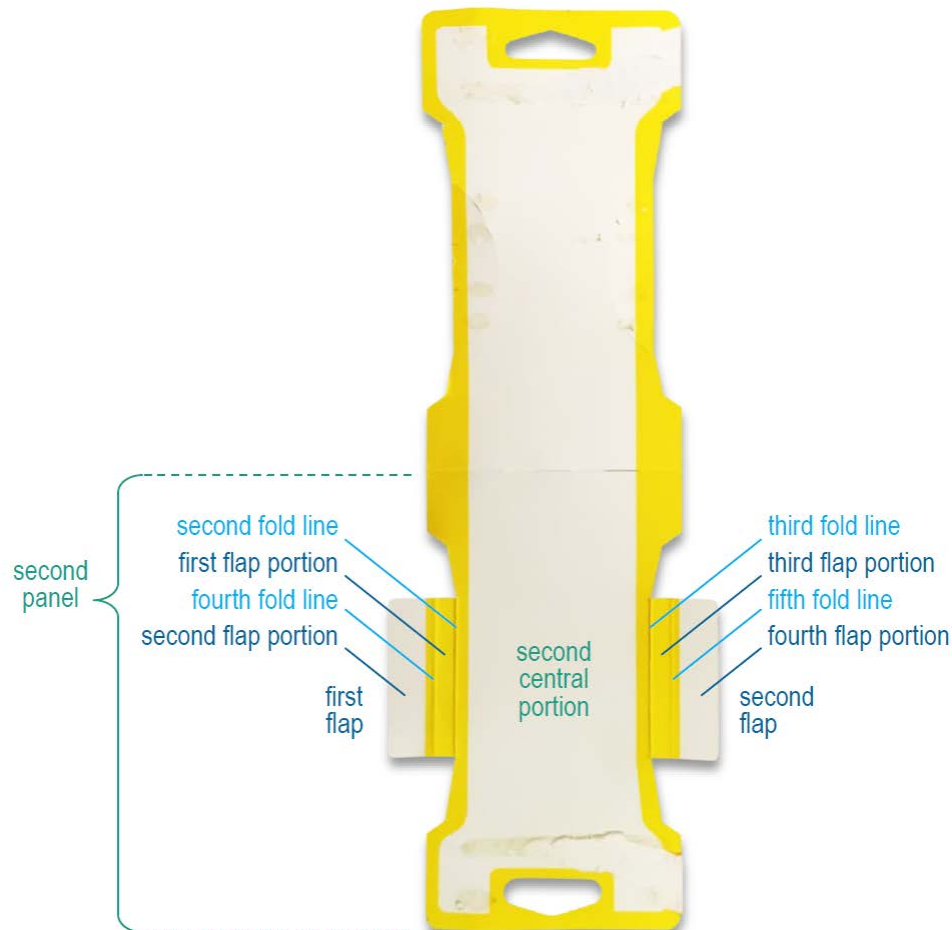


105. The language of dependent claims 2 and 3 from the '455 patent are reproduced below along with colored highlighting for the various elements comprising claims 2 and 3.

**2.** The packaging of claim 1, wherein the flap is a first flap, wherein the substrate further includes a second flap extending from the second central portion at a third fold line, the second fold line disposed opposite the third fold line.

**3.** The packaging of claim 2, wherein the first flap includes a fourth fold line to define a first flap portion and a second flap portion, the second flap includes a fifth fold line to define a third flap portion and a fourth flap portion.

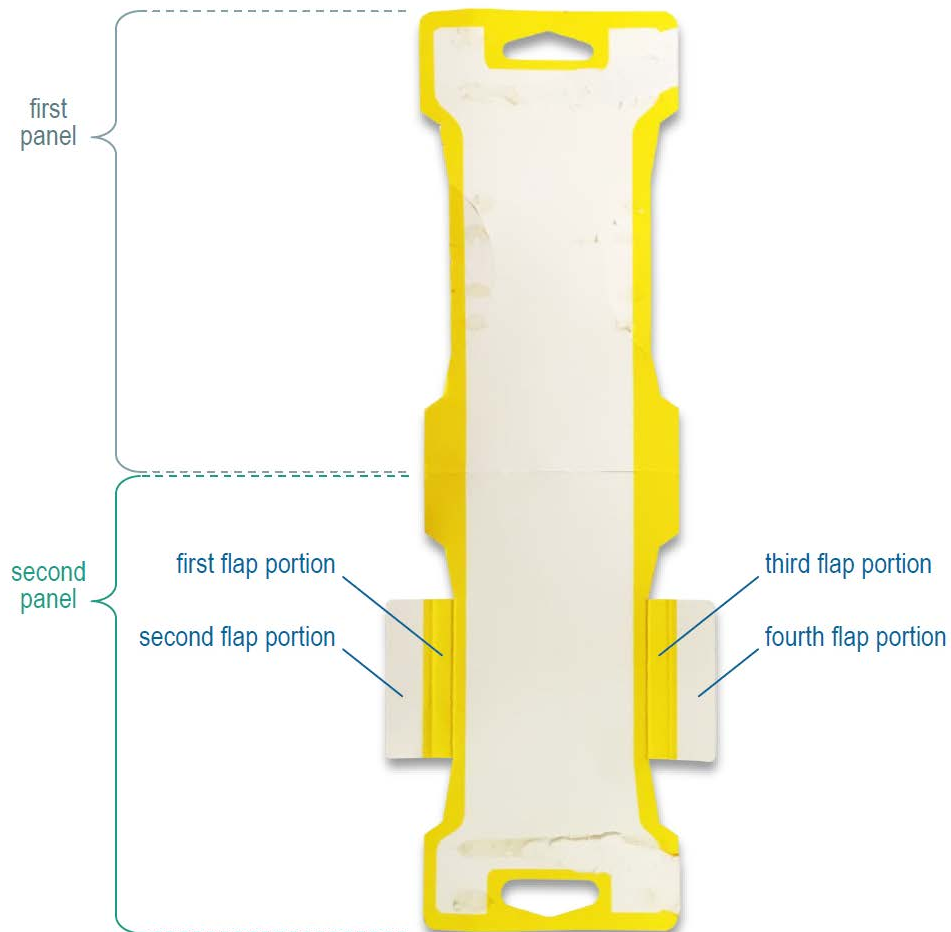
106. Each of the elements identified above in claims 2 and 3 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



107. The language of dependent claim 4 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 4.

4. The packaging of claim 3, wherein when the first panel is coupled to the second flap portion and the fourth flap portion, the first flap portion and the third flap portion define a space between the first panel and the second panel.

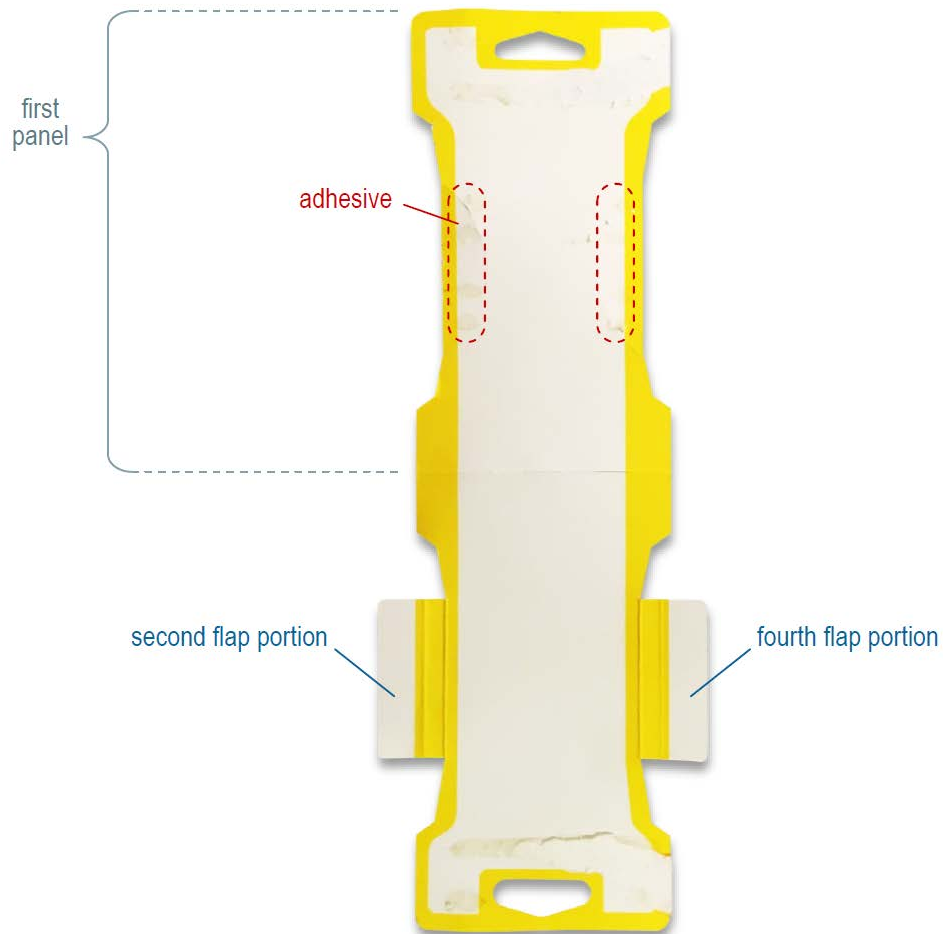
108. Each of the elements identified above in claim 4 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



109. The language of dependent claim 5 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 5.

**5.** The packaging of claim 3, further including adhesive on one or more of the second flap portion, the fourth flap portion, and the first panel adapted to couple the first panel to the second flap portion and the fourth flap portion.

110. Each of the elements identified above in claim 5 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.

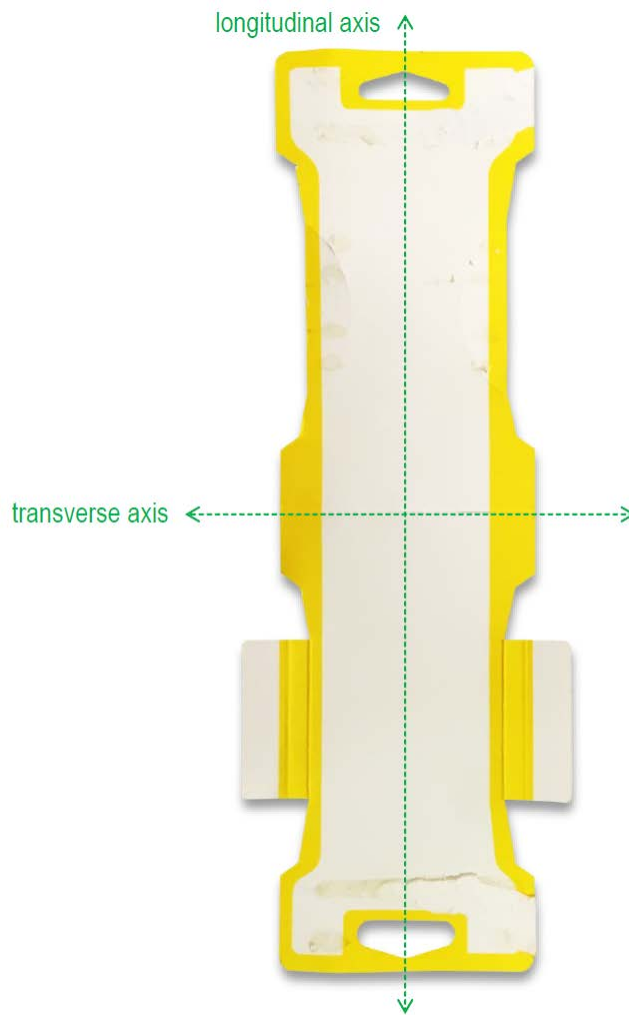


111. The language of dependent claim 6 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 6.

**6. The packaging of claim 1, wherein the substrate is symmetric about a longitudinal axis of the substrate and asymmetric about a transverse axis of the substrate.**

112. Each of the elements identified above in claim 6 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.

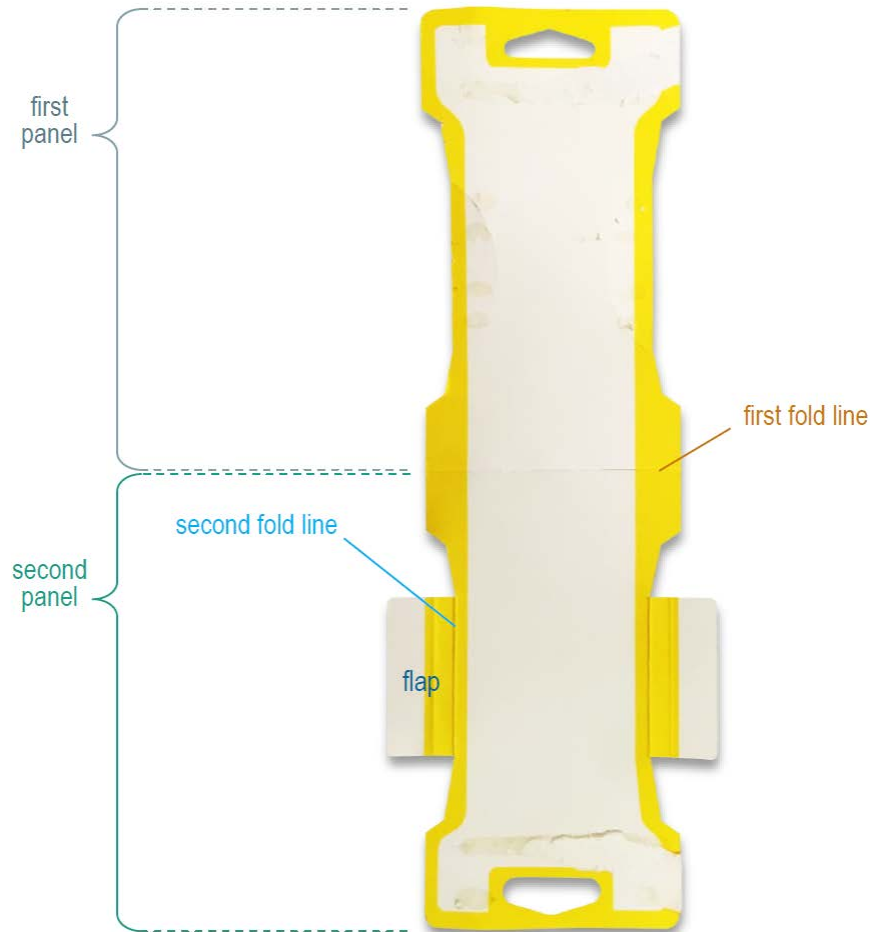




113. The language of dependent claim 7 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 7.

**7. The packaging of claim 1, wherein when the first panel is folded toward the second panel about the first fold line and the flap is folded about the second fold line, the flap is disposed between the first panel and the second panel.**

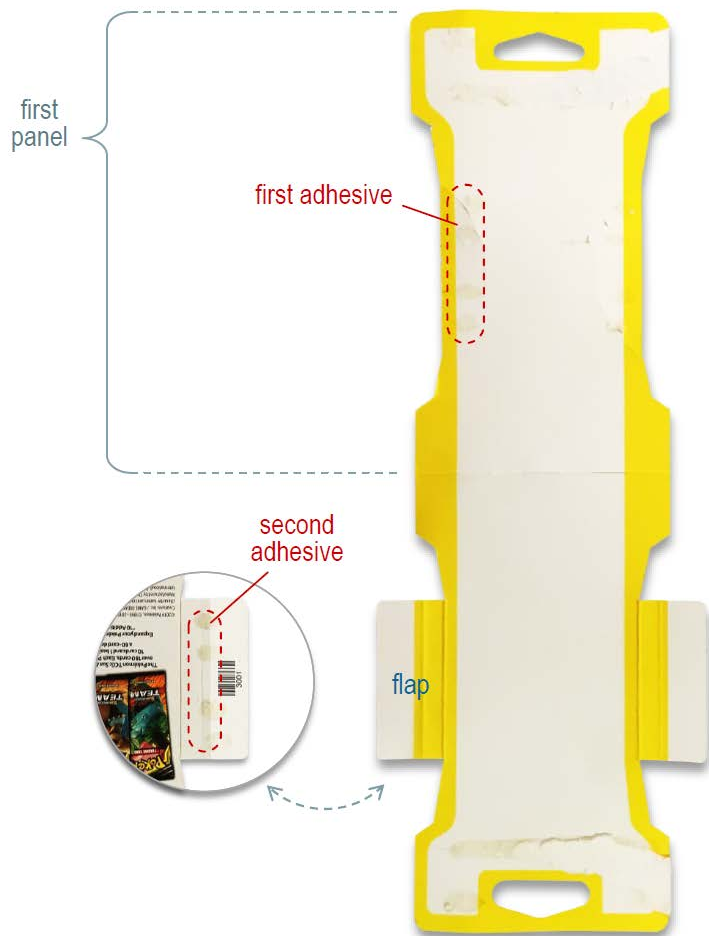
114. Each of the elements identified above in claim 7 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



115. The language of dependent claim 8 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 8.

**8.** The packaging of claim 1, further including at least one of first adhesive on the first panel and second adhesive on the flap adapted to couple the first panel to the flap.

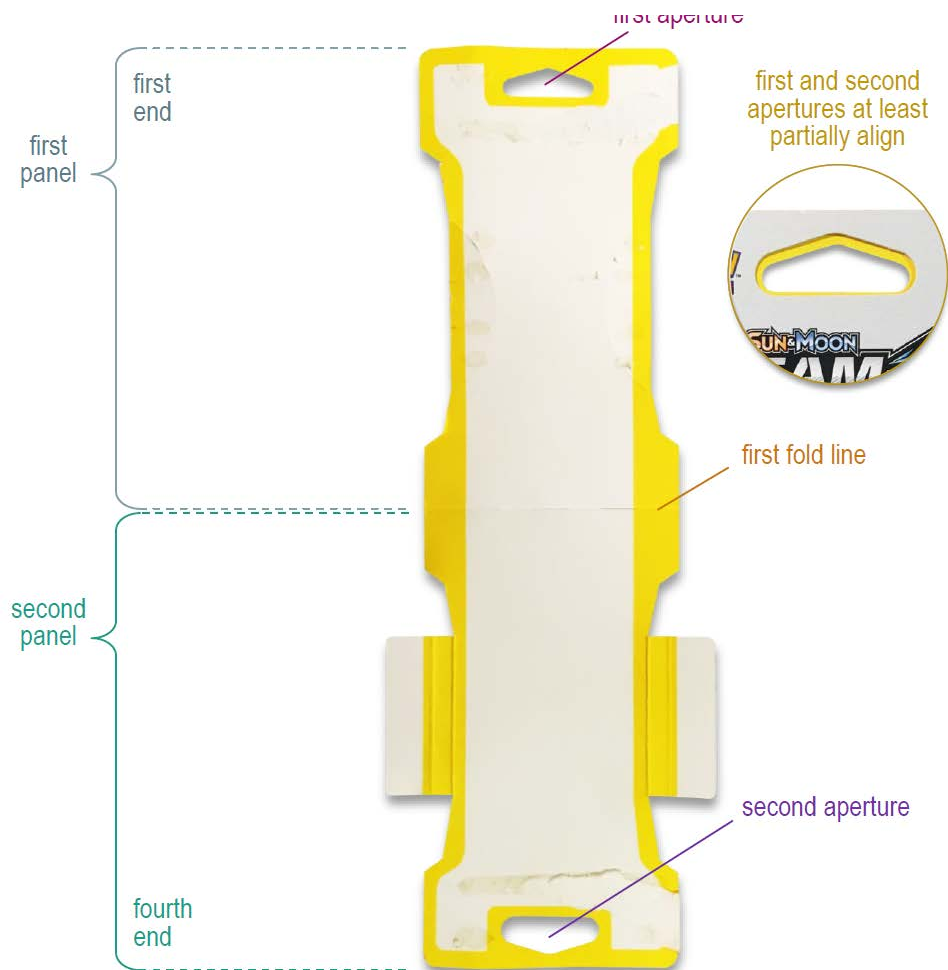
116. Each of the elements identified above in claim 8 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



117. The language of dependent claim 9 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 9.

**9.** The packaging of claim 1, wherein the first panel defines a first aperture at the first end and the second panel defines a second aperture at the fourth end, when the first panel is folded about the first fold line toward the second panel, the first and second apertures at least partially align.

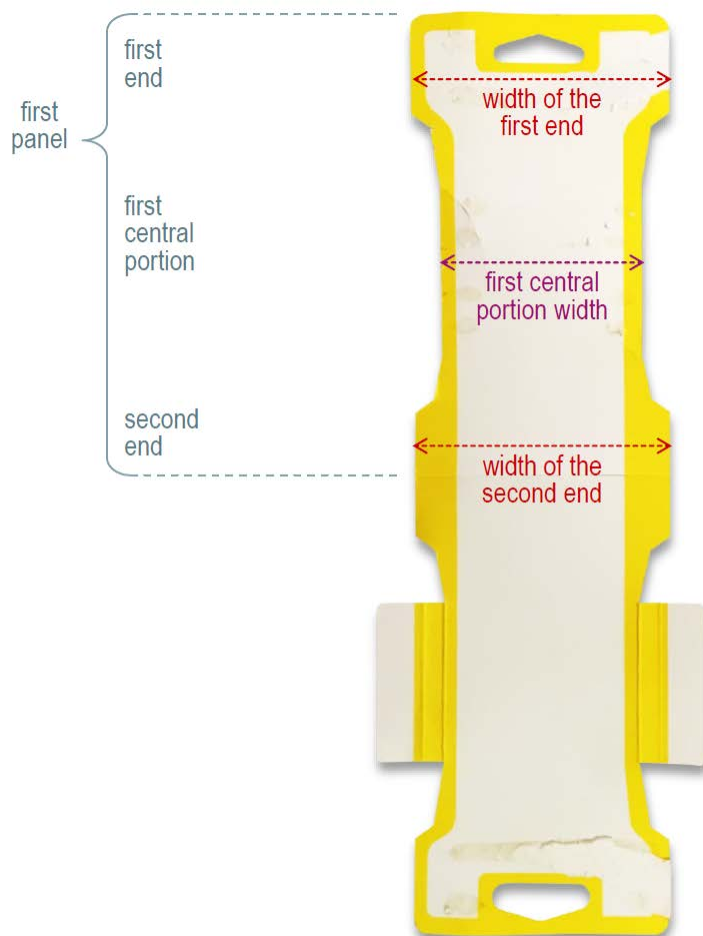
118. Each of the elements identified above in claim 9 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



119. The language of dependent claim 11 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 11.

**11. The packaging of claim 1, wherein the first central portion has a width less than a width of the first end and a width of the second end.**

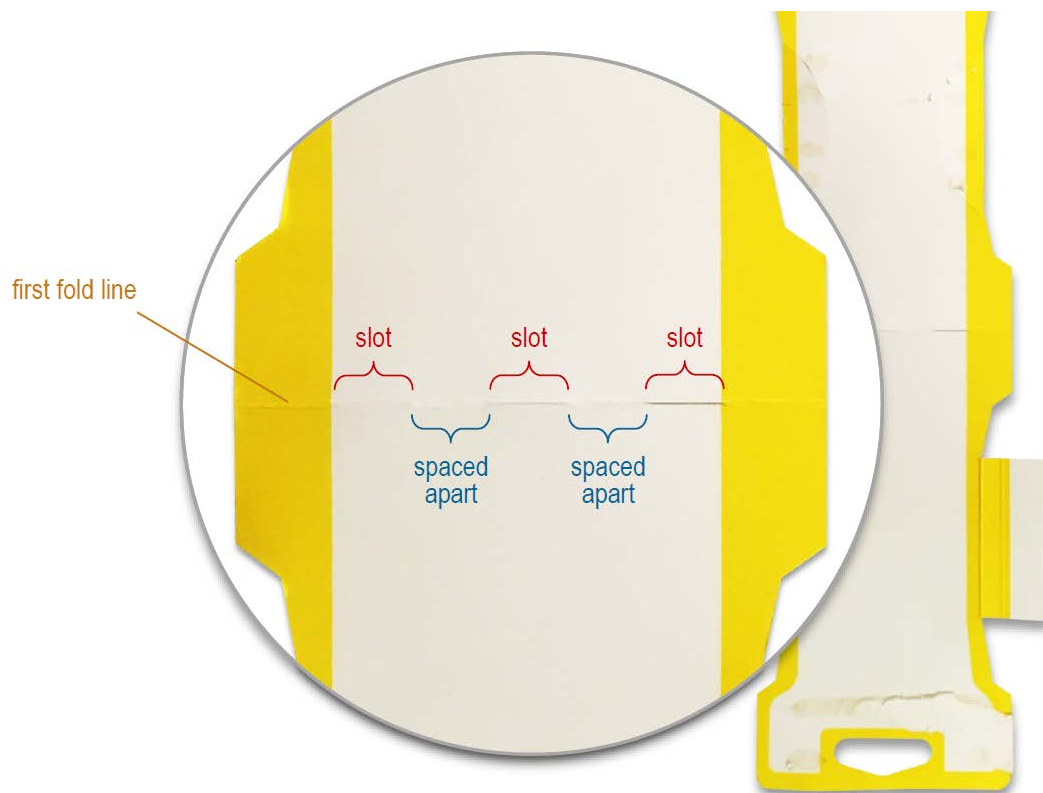
120. Each of the elements identified above in claim 11 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



121. The language of dependent claim 12 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 12.

**12. The packaging of claim 1, where the first fold line includes spaced apart slots.**

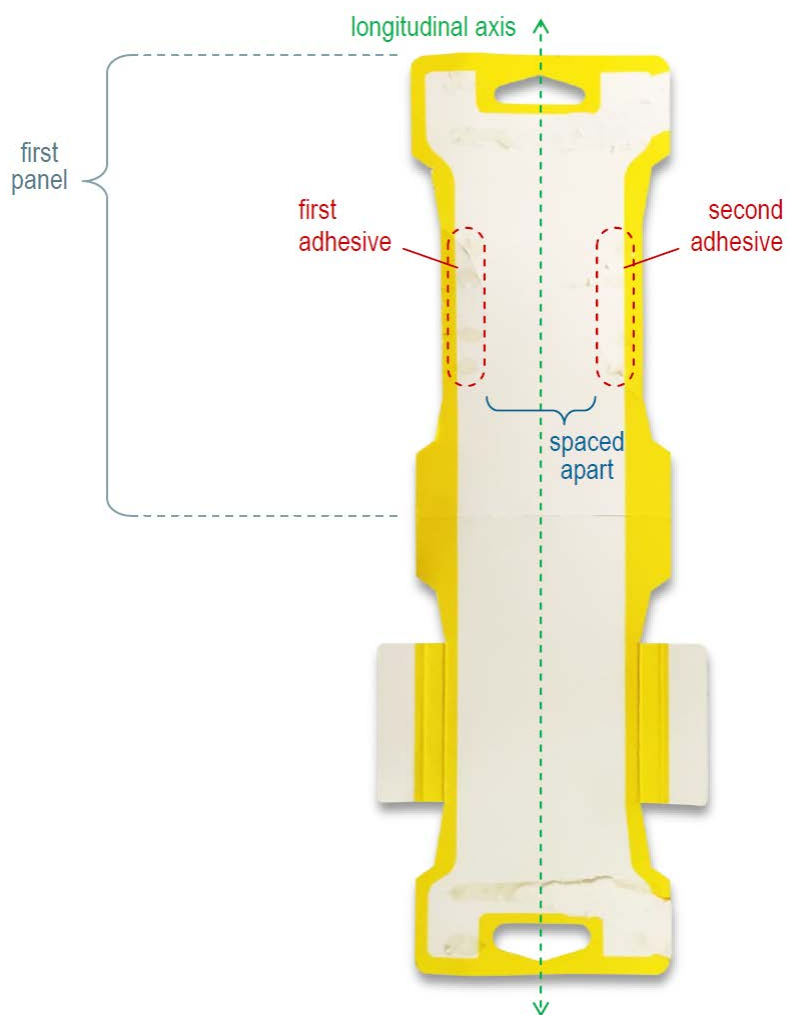
122. Each of the elements identified above in claim 12 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



123. The language of dependent claim 13 from the '455 patent is reproduced below along with colored highlighting for the various elements comprising claim 13.

**13.** The packaging of claim 1, further including **first adhesive** on the **first panel** and **second adhesive** on the first panel, the first adhesive and the second adhesive being substantially symmetric about a **longitudinal axis** of the substrate, the first adhesive **spaced apart** from the second adhesive.

124. Each of the elements identified above in claim 13 is found literally or equivalently in Millennium's infringing packaging as shown in the illustration below.



125. Millennium's acts of direct patent infringement represent an egregious case of copying typified by willful misconduct. As such, Millennium's acts of infringement have been and continue to be willful in violation of 35 U.S.C. 284.

126. In accordance with the provisions of 35 U.S.C. 283, Plaintiff seeks an award of damages against Millennium adequate to compensate for the infringement but in no event less than a reasonable royalty for the use made of the invention by the Millennium infringers, together with interest and costs as fixed by the Court. Further, based upon the fact that

Millennium's infringement of Plaintiff's '455 patent has been willful, Plaintiff respectfully requests that the Court increase the damages up to three times the amount found or assessed.

127. In accordance with 35 U.S.C. 282, Plaintiff respectfully requests that this Court issue a preliminary and permanent injunction in accordance with the principles of equity to prevent Millennium's continuing violation of Plaintiff's rights secured by the '455 patent, on such terms as the court deems reasonable.

128. Further, based upon the fact that Millennium's infringement of Plaintiff's '455 patent has been willful, Plaintiff asserts that this is an exceptional case and pursuant to 35 U.S.C. 285, the Court should award to Plaintiff as the prevailing party its reasonable attorneys' fees and enhanced damages.

**SECOND CLAIM FOR RELIEF**  
**(Breach of Contract – Against Creech, Bennett, Bliss)**

129. PBM repeats and incorporates herein by reference the allegations contained in the foregoing paragraphs of this Complaint.

130. The Agreements are valid and binding contracts supported by adequate consideration. *See Exhibits A-C.*

131. The Former Employees agreed to abide by the terms of the Agreements, including the confidentiality and non-removal provisions contained therein. *See Exhibits A-C*, §§ 1-2.

132. The confidentiality and non-removal provisions are reasonable and no greater than fairly required to protect and preserve PBM's legitimate protectable interests.

133. PBM has fulfilled its obligations under the Agreements.

134. As a result of the above-mentioned conduct, including among other things the taking of PBM's confidential, proprietary and trade secret information from PBM's premises to



Millennium, and use of such information at Millennium, the Former Employees breached, and continue to breach, the confidentiality and non-removal obligations contained in Sections 1 and 2 of their Agreements.

135. As a direct and proximate result of the Former Employees' breaches of the Agreements, PBM has incurred and continues to suffer damage.

136. The Former Employees' conduct has also violated and threatens to continue to violate the legitimate protectable interests of PBM, including, but not limited to, its right to protect its confidential, proprietary and trade secret information, and has caused, and will continue to cause, serious and irreparable harm and injury to PBM.

137. No legal remedy can adequately protect PBM from the Former Employees' violations of their Agreements in that monetary damages are unascertainable, and, in any event, are on information and belief, beyond the Former Employees' ability to satisfy. If the Former Employees are permitted to violate their Agreements, PBM's competitive advantage and profitability will be irreparably injured beyond repair, and its confidential, proprietary and trade secret information will be irreparably compromised.

138. PBM faces immediate and irreparable harm as a result of the conduct described in this Complaint, and injunctive relief is necessary to afford PBM adequate relief.

139. The harm to PBM if injunctive relief is not afforded substantially outweighs the harm to the Former Employees if such relief is granted.

140. There is a substantial likelihood that PBM will prevail on the merits.

141. The public interest will be served by granting the requested relief in that the public policy supporting that legitimate contracts be enforced, and the ability to protect the secrecy of confidential, proprietary and trade secret information will be upheld. PBM has made

substantial efforts to ensure the secrecy of its confidential, proprietary and trade secret information, as described more fully above.

142. Unless enjoined, the Former Employees' breaches of their Agreements will continue to cause irreparable harm to PBM for which PBM has no adequate remedy at law.

**THIRD CLAIM FOR RELIEF**  
**(Violation of the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1831, et seq. – Against All Defendants)**

143. PBM repeats and incorporates herein by reference the allegations contained in the foregoing paragraphs of this Complaint.

144. The actions of Defendants, as described above, constitute violations of one or more provisions of the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1831, et seq. ("DTSA").

145. By engaging in the conduct described above, Defendants have misappropriated or threaten to misappropriate Plaintiff's trade secrets related to a product or service used in, or intended for use in, interstate or foreign commerce. For example, the trade secrets relate to products manufactured by PBM, which are distributed throughout the United States.

146. The documents and information described in Paragraphs 9, 29-31, 33-34, 53-54, 58, 67, 73-75, 77 and 79-81 qualify as trade secrets pursuant to 18 U.S.C. § 1839.

147. Defendants did not have authorization or consent to misappropriate the trade secrets in Paragraphs 9, 29-31, 33-34, 53-54, 58, 67, 73-75, 77 and 79-81.

148. Considerable time, effort, and money went into the development of these trade secrets.

149. Considerable efforts have been undertaken by PBM to ensure that these trade secrets are kept secret and are not generally known to the public, including, without limitation, by (a) requiring employees who have access to such information to sign confidentiality and non-

removal agreements, (b) by requiring that such information be maintained on a password protected network and only accessible by credentialed employees, (c) by limiting access to such information to a very small group of employees on a need to know basis, (d) by marking such documents as “confidential,” for “internal use only,” or other similar confidentiality identifiers, and/or (e) by promulgating confidentiality policies.

150. These trade secrets derive independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use.

151. Indeed, Defendants can obtain economic value from the disclosure and use of the trade secrets by, for example, utilizing the information therein to solicit, attempt to induce, and induce PBM clients to switch their business from PBM to Millennium, to compete against PBM, and to lure PBM employees from PBM to Millennium, among other things.

152. Defendants misappropriated or threaten to misappropriate these trade secrets by, among other things, acquiring the trade secrets by improper means, and by using and disclosing, or threatening to use and disclose, the trade secrets without PBM’s consent or authorization, and with the intent to convert a trade secret to the economic benefit of themselves, without PMB’s consent.

153. The Former Employees owed a duty to PBM to maintain the secrecy of the trade secrets and limit the use of the trade secrets. PMB communicated the trade secrets to the Former Employees in confidence. The Former Employees’, and Millennium’s by virtue of its employment of the Former Employees and its actions of obtaining client information from them, acquisition or threatened acquisition of the trade secrets was by improper means.

154. Millennium acquired, received and possesses, and inevitably will acquire, receive and possess the trade secrets, knowing same to have been misappropriated without PBM's authorization and in violation of the Former Employees' contractual commitments to PBM.

155. Defendants' conduct was willful and malicious.

156. Defendants have unlawfully benefitted from the disclosure and use of these trade secrets.

157. As a result of Defendants' misappropriation, PBM has suffered and will continue to suffer damages and irreparable harm, injury and loss.

158. As a result of Defendants' misappropriation, PBM is entitled to all such relief as is available under the DTSA.

159. PBM seeks money damages, costs, injunctive relief, and attorneys' fees.

**FOURTH CLAIM FOR RELIEF**  
**(Violation of the North Carolina's Trade Secrets Protection Act, N.C. Gen. Stat. § 66-152, et seq. -- Against All Defendants)**

160. PBM repeats and incorporates herein by reference the allegations contained in the foregoing paragraphs of this Complaint.

161. Defendants violated the North Carolina Trade Secrets Protection Act, N.C. Gen. Stat. § 66-152, *et seq.* ("NCTSPA").

162. The formulas, patterns, programs, compilations of information, methods, techniques and processes set forth in Paragraphs 9, 29-31, 33-34, 53-54, 58, 67, 73-75, 77 and 79-81 qualify as trade secrets pursuant to N.C. Gen. Stat. § 66-152.

163. Defendants knew or should have known that the information set forth in Paragraphs 9, 29-31, 33-34, 53-54, 58, 67, 73-75, 77 and 79-81 were trade secrets.

164. The trade secrets are economically valuable, not generally known to or readily ascertainable by the public, and PBM has expended substantial time, money and effort in developing such information for business use and to obtain a competitive advantage.

165. PBM has engaged in reasonable efforts to maintain the secrecy of this information. In particular, by (a) requiring employees who have access to such information to sign confidentiality and non-removal agreements, (b) by requiring that such information be maintained on a password protected network and only accessible by credentialed employees, (c) by limiting access to such information to a very small group of employees on a need to know basis, (d) by marking such documents as “confidential,” for “internal use only,” or other similar confidentiality identifiers, and/or (e) by promulgating confidentiality policies.

166. Upon information and belief, the Former Employees knew that they were going to work for Millennium, a direct competitor of PBM, while still employed by PBM.

167. Nevertheless, Creech and Bennett acquired, transferred and removed PBM’s trade secrets from PBM’s computer system(s) without the express or implied authority or consent of PBM for their personal possession and personal advantage, and despite their contractual commitment that they would never remove such information from PBM’s premises.

168. Creech and Bennett did not return this information to PBM upon their respective resignations from the Company.

169. Bennett disclosed to Millennium and used the trade secret in Paragraph 67 by saving it on to Millennium’s computer system and using it while performing work for Millennium and on Millennium’s behalf.

170. Further, Creech and Bennett disclosed, may disclose and/or will inevitably disclose other PBM trade secret information to Millennium and/or other third parties without the express or implied consent of PBM, in violation of the law.

171. Bliss also has and/or will inevitably disclose PBM's trade secret information to Millennium and/or other third parties without the express or implied consent of PBM, in violation of the law.

172. Upon information and belief, Creech and Bennett used, may use and/or will inevitably use PBM's trade secret information in their positions with Millennium and/or for their own private purposes without the express or implied consent of PBM, in violation of the law.

173. Upon information and belief, Bliss has and/or will inevitably use PBM's trade secret information in his position with Millennium and/or for his own private purpose without the express or implied consent of PBM.

174. Millennium intentionally solicited Bliss knowing he possessed the trade secret information and with the intention that he would use the trade secret information on behalf of Millennium.

175. Millennium has acquired, and has, upon information and belief, used, may use and/or will inevitably use PBM's trade secret information.

176. PBM has suffered damages, including, but not limited to, loss of competitive advantage, the reduction of value of the trade secrets, loss of the exclusive use of the trade secrets, and loss of potential profits as a result of Defendants' conduct.

177. PBM has been and will continue to be irreparably damaged as a result of Defendants' actions.

178. Defendants' misappropriation has also caused and will continue to cause PBM to suffer monetary damages and legal costs.

179. Defendants' misappropriation was willful and malicious such that punitive damages should be awarded under N.C. Gen. Stat. § 66-154(c).

180. Unless restrained and enjoined, Defendants will persist in their intentional, unjustified misappropriation of PBM's trade secrets, in full disregard of PBM's rights, thereby causing immediate, irreparable harm.

181. As a result of Defendants' misappropriation, PBM is entitled to all such relief as is available under the NCTSPA.

**FIFTH CLAIM FOR RELIEF**  
**(Violation of the North Carolina Unfair and Deceptive Trade Practices Statute,  
N.C. Gen. Stat. § 75, et seq. – Against All Defendants)**

182. PBM repeats and incorporates herein by reference the allegations contained in the foregoing paragraphs of this Complaint.

183. Defendants violated the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1, *et seq.* ("UDTPA").

184. Defendants acted unscrupulously and committed various unfair and deceptive acts and practices, whereby, and as more fully described above, (a) Millennium has executed a targeted raid on PBM's human capital, and acted surreptitiously and intentionally in using PBM employees to solicit other key PBM employees; for example, Millennium targeted Bliss who it has been trying to lure away from PBM due to Bliss' knowledge of PBM's trade secret randomization program, by using Bennett, (b) by using Bennett to solicit a PBM client while he was still employed by PBM, (c) by using Jones to, upon information and belief, solicit a PBM employee with a key client relationship; (d) where Defendants misappropriated PBM

confidential, proprietary and trade secret information for competitive gain over PBM, and (e) by using former PBM employees and confidential information, to tailor its business without spending the time, money and effort necessary to develop such information. All of these actions had the intended effect of causing a sharp decline in PBM's trading card business.

185. Defendants' unfair or deceptive acts and practices were in or affecting commerce. Plaintiff and Defendant are competitors in the printing and graphics industry, which affects commerce.

186. Upon information and belief, Defendants' misappropriation of confidential information, trade secrets, and proprietary information, unjust enrichment, and tortious interference with contract, have damaged and continue to damage PBM through the loss of employee and customer goodwill and continue to damage PBM's competitive advantage. As a result, PBM has been irreparably harmed, and has incurred and will continue to incur actual damages, attorneys' fees and costs in this action.

187. As a direct and proximate result of Defendants' above-described acts, Plaintiff has been damaged in an amount to be proven at trial, and it is entitled to have those damages trebled pursuant to N.C. Gen. Stat. § 75-16 and be awarded attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1.

**SIXTH CLAIM FOR RELIEF**  
**(Unjust Enrichment – Against All Defendants)**

188. PBM repeats and incorporates herein by reference the allegations contained in the foregoing paragraphs of this Complaint.

189. While the Former Employees were employed with PBM, PBM provided them with certain property and access to its confidential, proprietary and trade secret information,



including but not limited to the items alleged in Paragraphs 9, 29-31, 33-34, 53-54, 58, 67, 73-75, 77 and 79-81, in order to facilitate the execution of their official employment duties as an employee of PBM.

190. Creech and Bennett removed certain PBM property, including but not limited to the items alleged in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77, from PBM's computer, computer system, and/or office.

191. Creech and Bennett brought certain PBM property, including but not limited to the items alleged in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75, and 77, to Millennium.

192. The property described in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77 has measurable benefit and value.

193. PBM conferred the property described in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77 upon Creech and Bennett during their employment with PBM.

194. Creech and Bennett consciously accepted the benefit of the property described in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77.

195. PBM did not officiously, gratuitously, or by interference in the affairs of other parties in a manner that is not justified in the circumstances, confer the benefit of the PBM property described in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77 upon Creech, Bennett or Millennium.

196. PBM provided Creech and Bennett with the property described in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77 in order to execute their job duties for PBM and under the condition that they never remove such property from PBM's premises, as well as under the restrictions of confidentiality in the Agreements. *See Exhibits A-B.*

197. It would be unfair for Creech, Bennett and Millennium to retain the benefit of the PBM property described in Paragraphs 9, 33-34, 53-54, 58, 67, 73-75 and 77.

198. PBM demanded the return of the property described above.

199. Bennett, Millennium, and, upon information and belief, Creech, refused to return the property described above.

200. PBM also conferred benefit on Bliss by training Bliss regarding the randomization program. This benefit was not gratuitous, and is measurable by the time and money invested in both Bliss and the randomization program.

201. Millennium accepted the benefit of employing Bliss and, upon information and belief, utilizing his knowledge regarding the randomization program to its own benefit, without investing the time or expense to develop a randomization program on its own.

202. Similarly, Bliss did not pay for, yet stands to monetarily benefit by virtue of his now employment with Millennium, from his use of the trade secret.

203. Defendants' actions have caused and will continue to cause PBM to suffer actual monetary damages and legal costs.

204. In addition, unless restrained and enjoined, Bennett, Creech, Bliss and Millennium will persist in this conduct, in full disregard of PBM's rights, thereby causing immediate, irreparable harm.

205. By reason of Defendants' conduct, PBM is entitled to preliminary and permanent injunctive relief and to recover for the actual damages it has suffered in an amount to be determined at trial.

**SEVENTH CLAIM FOR RELIEF**  
**(Tortious Interference with Contract – Millennium)**

206. PBM repeats and incorporates herein by reference the allegations contained in the foregoing paragraphs of this Complaint.

207. PBM signs valid contracts with its employees, including the Former Employees.

208. Millennium is aware of PBM's confidentiality and non-removal agreements with its employees, including the Former Employees.

209. Upon information and belief, Millennium intentionally and knowingly induced Bliss, Bennett and Creech, with whom PBM had contractual relationships, to resign from PBM and to breach the confidentiality and non-removal provisions of their Agreements with PBM.

210. Millennium's inducements, set forth above, were without justification, and were done with the desire to injure PBM's business.

211. Unless restrained and enjoined, Millennium will persist in its intentional, unjustified interference with PBM's employee contracts, in full disregard of PBM's rights, thereby causing immediate, irreparable harm.

212. Millennium's actions have also caused and will continue to cause PBM to suffer actual monetary damages and legal costs.

213. By reason of Millennium's conduct, PBM is entitled to preliminary and permanent injunctive relief and to recover for the actual damages it has suffered in an amount to be determined at trial, together with punitive damages.

214. Millennium's conduct as alleged above is willful, wanton, malicious and entitles PBM to recover punitive damages.

**WHEREFORE**, Plaintiff prays for the following relief:

- a. That Defendants be held liable under each claim for relief set forth in this Complaint.
- b. That the Court award preliminary, continued, and permanent injunctive relief as follows:
  - i. Enjoining Millennium from infringing the '455 patent;
  - ii. Enjoining Bliss from working for Millennium in any capacity where he is required or permitted to propose, arrange, participate in, service or engage in the randomization of card decks for the same clients for which he performed randomization services for PBM, from the date of this Court's order;
  - iii. Enjoining all Defendants from misappropriating, and specifically from using or disclosing, PBM's trade secrets in violation of the NCTSPA and DTSA;
  - iv. Enjoining the Former Employees from disclosing to anyone any information about trading cards, trading card products or games that was learned or discovered due to exposure to that that information at PBM;
  - v. Enjoining the Former Employees, for a period of three years, from disclosing any confidential and proprietary information that does not constitute information referred to in (ii-iv) above; and
  - vi. Compelling all Defendants to return all PBM property and trade secrets they improperly took from PBM.

- c. That Plaintiff has and recovers monetary damages against Defendants, for all damages suffered as a result of the acts complained of herein, together with pre-judgment interest;
- d. That Plaintiff has and recovers treble damages against Defendants pursuant to N.C. Gen. Stat. § 75-16;
- e. Award Plaintiff punitive damages in an amount to be determined pursuant to N.C. Gen Stat. § 66-154 and Chapter 1D of the North Carolina General Statutes;
- f. That Plaintiff be awarded all damages adequate to compensate it for Millennium's infringement of the '455 patent and an accounting, if necessary, to compensate Plaintiff for the infringement;
- g. That the patent damages be trebled for willful infringement, with pre-judgment and post-judgment interest;
- h. That this case be declared an exceptional case within the meaning of 35 U.S.C. § 285 and that Plaintiff is awarded its attorney fees, costs and expenses incurred in connection with this case;
- i. That Plaintiff has and recovers prejudgment and post-judgment interest as may be allowed by law;
- j. That the costs of this action, including reasonable attorneys' fees, be taxed against Defendants pursuant to N.C. Gen. Stat. § 75-16.1, N.C. Gen. Stat. § 66-154, 18 U.S.C. § 1836, and other applicable law;
- k. That a jury trial be had on all issues of fact; and
- l. That the Court award Plaintiff such other and further relief as may be deemed just and proper.

Dated: April 25, 2019

/s/ Jerry H. Walters, Jr.

Jerry H. Walters, Jr., Bar No. 23319  
James M. Witz (*Notice of Special Appearance  
Forthcoming*)

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*Notice of Special Appearance Forthcoming*

*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

This is to certify that on April 25, 2019, a true and correct copy of the foregoing NOTICE OF APPEARANCE document was electronically filed with the Clerk of the Court using the Court's CM/ECF system, and served via first class, certified mail, return receipt requested to the following:

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/s/ Jerry H. Walters, Jr. \_\_\_\_\_

Attorney for Plaintiff PBM Graphics, Inc.