

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: _____

**MEASURED WEALTH PRIVATE
CLIENT GROUP, LLC**, a
New Hampshire limited liability company,

Plaintiff,

vs.

LEE ANNE FOSTER, an individual,
RICHARD KESNER, an individual and
STOEVER, GLASS & CO., INC., a
New York Corporation.

Defendants.

_____ /

COMPLAINT

Plaintiff, Measured Wealth Private Client Group, LLC (“Measured Wealth”), sues Defendants Lee Anne Foster (“Foster”) and Richard Kesner (“Kesner”), and Stoever, Glass & Co., Inc. (“Stoever Glass”) (collectively, “Defendants”), and states as follows:

JURISDICTION AND VENUE

1. This is an action for injunctive relief and damages brought pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1836, the Florida Uniform Trade Secrets Act, §§ 688.01, *et seq.*, Fla. Stat., the Florida Deceptive and Unfair Trade Practices Act, §§ 501.201 *et seq.*, Florida Statutes, and common law.

2. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §§ 1331 (federal question jurisdiction) and 1367 (supplemental jurisdiction).

3. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b). Defendants reside in this jurisdictional district.

THE PARTIES

4. Plaintiff Measured Wealth Private Client Group, LLC, is a New Hampshire limited liability company doing business in Palm Beach County, Florida.

5. Foster is an individual residing in Palm Beach County, Florida.

6. Kesner is an individual residing in Palm Beach County, Florida.

7. Stoever Glass is a New York Corporation present in and doing business within Palm Beach County, Florida.

FACTUAL BACKGROUND

8. Measured Wealth is a company providing wealth management and investment services. Measured Wealth is a registered investment adviser with the SEC under the Investment Advisers Act of 1940.

9. Stoever Glass is a competing wealth management firm, which also provides wealth management and investment services. Stoever Glass is also a registered investment adviser with the SEC under the Investment Advisers Act of 1940.

10. Foster was employed by Measured Wealth from on or about July 2014 until July 8, 2019. Immediately after terminating her employment with Measured Wealth, she joined Stoever Glass as a vice president and investment adviser.

11. Kesner was employed by Measured Wealth from on or about June 30, 2014 until June 30, 2019. On or before January 15, 2020, he formally joined Stoever Glass as an investment adviser.

12. The value of firms in the wealth management industry is derived mainly from their “book of business,” i.e., their confidential client information and clients. Clients of wealth management firms typically place significant trust in their chosen firm to manage and grow their

assets and retirement savings. Each client of a wealth management firm has the potential to provide significant revenue to the wealth management firm for decades.

13. Wealth management clients typically select their firm based upon their relationship with their wealth management firm and do not change firms due to economic reasons (such as a competitor with a reduced price). Additionally, there are significant regulatory and logistical barriers that make it difficult for clients to easily and quickly change wealth management firms.

14. As a result, this special relationship with wealth management firms and their clients is particularly vulnerable to poaching by opportunistic competitors that hire opportunistic employees. An employee of a wealth management company can exploit the trust that a client has in a wealth management firm to induce that client, and the revenue stream the client can provide, to follow the employee to a different firm.

15. Measured Wealth zealously protects its client information. Measured Wealth maintains confidential, non-public information regarding its clients, including their names, contact information, financial information, as well as the clients' particular investments and investment strategies (this confidential, non-public information is hereinafter referred to as "NPI"). Some of Measured Wealth's NPI is held by third party vendors which secure, maintain, and protect Measured Wealth's NPI remotely on behalf of Measured Wealth. These vendors provide access credentials so that authorized Measured Wealth employees may access this NPI.

16. Measured Wealth takes reasonably prudent measures to protect its NPI, including trade secret NPI. Particularly, the identity, contact information, and investment strategy found in customer lists and related sources are extraordinarily valuable non-public information for Measured Wealth due to the unique nature of the wealth management industry.

17. Measured Wealth requires that its employees protect and not misuse this NPI. Some of these policies are written into a document titled Measured Wealth Private Client Group, LLC Investment Adviser Written Compliance Policies and Procedures (“Policies”). Kesner and Foster were aware of the Policies.

18. As stated in Measured Wealth’s Policies:

Employees are required to protect the privacy of MWPCG, its clients and employees, and are prohibited from disclosing personal employee and non-employee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to customer information, trade secrets, financial information and strategic business plans.

Policies at 14.

19. Furthermore, the Policies explain:

Employees are prohibited, either during or after termination of their employment, from disclosing NPI to any person or entity outside MWPCG, including family members, except under the circumstances described above. An employee is permitted to disclose NPI only to such other employees who need to have access to such information to deliver our services to the client.

Policies at 49.

20. Measured Wealth has policies and procedures intended to protect its confidential information and trade secrets. Measured Wealth protects this confidential information and trade secrets through both procedural and physical safeguards.

21. Measured Wealth describes some of these safeguards in its Policies:

Access controls on customer information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing customer information to unauthorized individuals who may seek to obtain this information through fraudulent means (e.g., requiring employee use of user ID numbers and passwords, etc.) [...]

Policies at 50.

22. Employees of Measured Wealth are prohibited from using this information for their own business interests. Particularly, Measured Wealth's policy is that:

Any employee who is authorized to possess "consumer report information" for a business purpose is required to take reasonable measures to protect against unauthorized access to, or use of, the information in connection with its disposal.

Id. at p. 50. Additionally:

Employees are prohibited from engaging in outside activities involving clients or potential clients, relating to the business of MWPCG, or conflicting with or having the appearance of conflicting with the interests of MWPCG or its clients without the prior written approval of the CCO.

Policies at p. 14.

23. Foster and Kesner had access to Measured Wealth NPI through their role as employees of Measured Wealth. Foster and Kesner did not have any ownership interest or right to the Measured Wealth NPI. Foster and Kesner's authorization and access to Measured Wealth's NPI was conditioned upon their compliance with the confidentiality and security procedures described in the Policies.

Lee Anne Foster's Scheme to Acquire Measured Wealth's Clients.

24. Foster worked for Measured Wealth in a support role for the investment advisors within Measured Wealth. Foster was expected to work for Measured Wealth as a licensed investment advisor, however, she consistently failed to complete the requirements necessary for her to become properly licensed.

25. Despite not being properly licensed as an investment advisor, Foster nevertheless enacted a scheme to acquire Measured Wealth's confidential NPI and to exploit that NPI in order to divert Measured Wealth's clients to herself by using her services through a competing investment firm.

26. Foster was provided with the Policies and was aware that the Policies governed his access and use of Measured Wealth's NPI. The Policies explained that Measured Wealth's NPI was confidential and that Foster should not access or retain the NPI for his own purposes.

27. During her employment, Measured Wealth provided Foster access and security credentials to Measured Wealth's NPI. These login credentials were provided to Foster for the sole purpose of her assisting Measured Wealth as an employee, because Measured Wealth trusted Foster. However, Foster misused the trust Measured Wealth reposed in her by misusing the security credentials to download and store Measured Wealth's NPI for her own personal reasons. Foster did this on various occasions during her employment and after her employment. Foster's actions violated the Policies.

28. On several occasions during the weeks leading up to her termination, Foster accessed and downloaded client statements which were unrelated to the work that she was doing. Particularly, on May 2, 2019, Foster downloaded 61 client statements. On June 11, 2019, Foster downloaded 23 client statements. On June 24, 2019, Foster downloaded 80 client statements.

29. Foster last performed her role as an employee of Measured Wealth on June 28, 2019. She thereafter took a one-week paid vacation to Alabama, where she performed no work on behalf of Measured Wealth. Immediately upon her return on July 8, 2019, Foster quit Measured Wealth. Foster had no justification or basis to access any of Measured Wealth's NPI at any point after June 28, 2019.

30. Between July 1 and 5, 2019 while she was on vacation, Foster accessed TD Ameritrade's computer system on five separate occasions to download Measured Wealth's NPI.

31. Before resigning, Foster used Measured Wealth's trade secrets to solicit Measured Wealth's clients to groom them to become clients of Foster, with her new investment firm Stoeber

Glass, following her planned resignation. This solicitation was unlawful because Foster would not be licensed as an investment advisor until July 11, 2019.

32. On July 8, 2019, Foster resigned from Measured Wealth. Once Foster resigned, she no longer had authorization to access Measured Wealth's NPI or use Measured Wealth's login credentials to access NPI held by third parties. Foster knew or should have known that she was no longer authorized to access Measured Wealth's NPI when she was no longer employed by Measured Wealth. Foster knew or should have known that any access to Measured Wealth's NPI after her employment was without authorization.

33. Nevertheless, on the day that Foster resigned, she again accessed Measured Wealth's NPI on TD Ameritrade's computer system using her Measured Wealth credentials to download additional customer data from various sources. Particularly, Foster compiled an account balance spreadsheet containing Measured Wealth's confidential client data. Foster also accessed Measured Wealth's Orion Advisor Tech systems to download Measured Wealth's confidential client information. Foster accessed Measured Wealth's data hosted by third-party TD Ameritrade to acquire more client information. Foster accessed Measured Wealth client information contained on the Redtail platform on July

34. On the day after Foster's resignation, July 9, 2019, Foster used her Measured Wealth credentials to access Measured Wealth's confidential information. Particularly, Foster accessed Measured Wealth's TD Ameritrade's investment advisor portal to download Measured Wealth's client information. Foster also accessed Measured Wealth's Orion Advisor Tech system to download a portfolio review.

35. The materials taken by Foster contained critical information which could be used to solicit Measured Wealth's clients and induce them to switch service providers. The materials taken by Foster included, but were not limited to, the following Measured Wealth NPI:

- a. Names and contact information;
- b. Investment strategy and wealth management goals;
- c. Risk tolerance;
- d. Account numbers;
- e. Social security numbers;
- f. Amount charged;
- g. Net worth;
- h. Account values;
- i. Account registrations; and
- j. Client security holdings.

36. The misappropriated information would provide an unfair advantage to a competitor seeking to poach clients. The names and contact information for clients allow a competitor to specifically target the client. The client's investment strategy, wealth management goals, risk tolerance, and net worth information would allow a competitor to specifically target the client with a service or could be used to unfairly position the competitor's service as a superior alternative to the service being used. The account numbers and social security numbers would allow a competitor to pre-populate the forms that are necessary to change wealth management firms. All of this would effectively lower the barrier to change firms.

37. Immediately after resigning, Foster joined the competing wealth management firm, Stoever Glass.

38. Foster used Measured Wealth's trade secrets that she acquired both during and after her employment with Measured Wealth to unfairly compete with Measured Wealth.

39. Almost immediately, many important clients of Measured Wealth ceased doing business with Measured Wealth. Instead, due to Foster's scheme, they became clients of Foster with Stoever Glass.

40. Foster's unfair competition with Measured Wealth using its trade secrets was successful, and many clients of Measured Wealth ceased using Measured Wealth's services and instead became clients of Foster through Stoever Glass.

41. Had Foster not used Measured Wealth's trade secrets to acquire Measured Wealth's clients, these clients would have continued to enjoy Measured Wealth's services and pay Measured Wealth for those services indefinitely.

42. Measured Wealth was damaged by Foster's actions.

Richard Kesner's Scheme to Acquire Measured Wealth's Clients.

43. Kesner schemed to misappropriate Measured Wealth's confidential information and to use that information to solicit Measured Wealth's clients and induce those clients to cease using Measured Wealth's services. Kesner acquired Measured Wealth's trade secrets at various points during and after his employment with Measured Wealth.

44. Kesner was provided with the Policies and was aware that the Policies governed his access and use of Measured Wealth's NPI. The Policies explained that Measured Wealth's NPI was confidential and that Kesner should not access or retain the NPI for his own purposes.

45. Measured Wealth provided Kesner access and security credentials to Measured Wealth's NPI contained within Measured Wealth as well as Measured Wealth's NPI held by third-parties. Measured Wealth provided Kesner with these login credentials solely for Kesner's work as an employee of Measured Wealth. The bounds of this permission are described in the Policies.

46. In his last months of employment, Kesner misappropriated Measured Wealth's trade secrets. Kesner did so by misusing his Measured Wealth security credentials to log in to the servers of third-party vendors, including T.D. Ameritrade, Redtail, and Fidelity, to download Measured Wealth's confidential information.

47. On June 5, 2019, Kesner uploaded onto his personal Dropbox file-sharing platform the contents of the hard drive of the computer Measured Wealth issued to Kesner. These documents included, but were not limited to, spreadsheets, journal entries, his notes, and other trade secrets.

48. Additionally, during June of 2019 Kesner misappropriated Measured Wealth's confidential information and stored it on a USB flash drive on two occasions. The data misappropriated by Kesner included the records from third-party vendors which Kesner accessed using the security credentials provided to him by Measured Wealth.

49. While Kesner was still employed by Measured Wealth, he used the misappropriated trade secrets to groom and solicit Measured Wealth's clients to become clients of Kesner with Stoever Glass following his planned termination.

50. Kesner hid his misappropriation of trade secrets and solicitation of Measured Wealth's customers while he was still employed by Measured Wealth. Knowing that Kesner's Measured Wealth email could be potentially be monitored, Kesner changed the email designation which was used in his official capacity from rkesner@measuredwealth.net to his personal email address, rlkesner@gmail.com. This Gmail account was used by Kesner to facilitate the process of diverting Measured Wealth's clients from Measured Wealth to Kesner at his new investment firm, Stoever Glass. Additionally, Kesner communicated with Stoever Glass through this private Gmail address to coordinate and effectuate his scheme. The use of a private email address for Measured Wealth business was contrary to Measured Wealth's policies.

51. Kesner terminated his employment with Measured Wealth on June 30, 2019. At that time, Kesner's authorization to access Measured Wealth's confidential information was terminated and he had no lawful authorization to access Measured Wealth's computers or NPI. Any access to Measured Wealth data which occurred after Kesner terminated his employment on June 30, 2019 would have been without Measured Wealth's authorization. Kesner nevertheless continued to access Measured Wealth's computer systems, without authority, to misappropriate trade secrets.

52. Kesner used his Measured Wealth security credentials to access Measured Wealth's trade secrets after the conclusion of his employment with Measured Wealth. On July 1 and 2, 2019, Kesner logged into Measured Wealth's Redtail Technology Client Relationship portal to download confidential Measured Wealth client information. On July 7 and 8, 2019, Kesner accessed and downloaded Measured Wealth's trade secrets stored on Fidelity servers, including a client list generated into a spreadsheet.

53. The materials taken by Kesner included, but was not limited to, the following Measured Wealth's NPI:

- a. Names and contact information;
- b. Investment strategy and wealth management goals;
- c. Risk tolerance;
- d. Account numbers;
- e. Social security numbers;
- f. Amount charged;
- g. Net worth;
- h. Account values;
- i. Account registrations; and
- j. Client security holdings.

54. The misappropriated information would provide an advantage to a competitor seeking to poach clients. The names and contact information for clients allows a competitor to specifically target the client. The client's investment strategy, wealth management goals, risk tolerance, and net worth information would allow a competitor to specifically target the client with a service or could be used to unfairly position the competitor's service as a superior alternative to the service being used. The account numbers and social security numbers would allow a competitor to pre-populate the forms that are necessary to change wealth management firms, effectively lowering the barrier to change firms.

55. Kesner used Measured Wealth's trade secrets that he acquired both during and after his employment with Measured Wealth to unfairly compete with Measured Wealth.

56. Kesner's unfair competition with Measured Wealth using its trade secrets was successful, and many clients of Measured Wealth ceased using Measured Wealth's services and instead became clients of Kesner through Stoever Glass.

57. Had Kesner not used Measured Wealth's trade secrets to acquire Measured Wealth's clients, these clients would have continued to enjoy Measured Wealth's services and pay Measured Wealth for those services indefinitely.

58. Measured Wealth has been damaged by Kesner's actions.

Stoever Glass & Co., Inc.'s Scheme to Acquire Measured Wealth's Clients.

59. Kesner and Foster sought a competing wealth management firm that would enable them to divert clients by using the Measured Wealth's trade secrets about those diverted clients. A competing wealth management firm would have the infrastructure and regulatory authorization to accept and service the diverted Measured Wealth clients and NPI concerning those clients. Further, by using and operating through a competing firm, Kesner and Foster could give the

impression that their operations were legitimate and more easily conceal their scheme from Measured Wealth.

60. Stoever Glass was aware of the fact that the client list and other trade secret information had been misappropriated by Kesner and Foster. Stoever Glass was aware that Kesner and Foster were not lawfully in possession of Measured Wealth's trade secrets. Stoever Glass was aware that it would profit from Kesner and Foster's unlawful obtained trade secrets because the clients acquired through the use of Measured Wealth's trade secrets would be a valuable source of revenue that Stoever Glass could enjoy indefinitely.

61. While Kesner and Foster were still employed by Measured Wealth, they used Measured Wealth's client list and trade secrets to communicate with Measured Wealth's clients to induce them to stop using Measured Wealth's services and instead use Stoever Glass' services. Stoever Glass covertly began the onboarding process regarding Measured Wealth's clients who had been diverted from Measured Wealth while Kesner and Foster its employees.

62. Upon Kesner and Foster's termination of their employment in the beginning of July, 2019, Stoever Glass acted to immediately acquire the clients which had been groomed by Kesner and Foster through the use of Measured Wealth's trade secrets.

63. Stoever Glass hired Foster as a vice president and investment adviser immediately after Foster terminated her employment with Measured Wealth.

64. Stoever Glass did not officially hire Kesner after his termination on June 30, 2019 in order to better conceal that it had taken advantage of and made use of the misappropriated trade secrets.

65. Stoever Glass had, and continues to have in its possession, Measured Wealth's trade secrets. Stoever Glass exploited and continues to exploit Measured Wealth's trade secrets which

were misappropriated by Kesner and Foster. Stoever Glass enjoyed and continues to enjoy the revenue streams derived from clients which Kesner and Foster diverted from Measured Wealth while employed by Measured Wealth.

66. As a result of the Defendants' actions, Measured Wealth was required to hire undersigned counsel, and is obligated to pay its attorneys a reasonable fee for their services.

67. Any and all conditions precedent to this suit have been satisfied or waived.

COUNT I
MISAPPROPRIATION OF TRADE SECRETS UNDER THE DEFEND TRADE
SECRETS ACT, 18 U.S.C. §§ 1836, *et seq.*

(Lee Anne Foster)

68. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

69. Foster acquired Measured Wealth's client list and trade secrets during and after her employment with Measured Wealth. These trade secrets included client lists containing the identity, net worth, and wealth management goals for clients as well as other information concerning the operation of Measured Wealth. Foster's wrongful acquisition of Measured Wealth's trade secrets was willful and malicious.

70. Measured Wealth's misappropriated trade secrets included data relating to the trading of financial securities which are traded between the states and internationally. Furthermore, these underlying securities themselves are derived from entities engaging in interstate and international commerce. Measured Wealth's trade secrets maintain their value from their use in interstate commerce.

71. Measured Wealth's trade secrets qualify as trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836 as defined at 18 U.S.C. § 1839 (3). Measured Wealth took reasonable measures to ensure the protection and secrecy of its trade secrets. The trade secrets

were accessible only through a username and secret password which Foster had been entrusted to use only for her job duties. Measured Wealth had policies designed to protect against the misuse and dissemination of its trade secrets. Measured Wealth employees were required to agree to and sign these policies as a condition to accessing the trade secrets.

72. Measured Wealth developed its trade secrets from many years of marketing and operating Measured Wealth.

73. Measured Wealth's trade secrets have independent economic value from not being generally known to and readily ascertainable by another person who could obtain economic value from the disclosure of the information. The trade secrets would be highly valuable to a competing wealth manager or wealth management company because it would assist the competitor with poaching clients from Measured Wealth. Furthermore, the trade secrets would provide the price charged to each client for the investment management services as well as the investment strategy chosen by Measured Wealth for the client.

74. Foster used the trade secrets misappropriated from Measured Wealth to poach Measured Wealth's clients and unfairly compete with Measured Wealth.

75. Foster's wrongful use of Measured Wealth's trade secrets caused clients to discontinue using Measured Wealth's services, thereby harming Measured Wealth. While some of the harm suffered by Measured Wealth may be compensated by damages, much of the harm is irreparable. Foster's use of the trade secrets caused the termination of critical relationships that Measured Wealth maintained with its clients. It would be extremely difficult or impossible to calculate the full monetary value of the loss of these relationships.

76. The acquisition and utilization of Measured Wealth's trade secrets constitutes misappropriation of trade secrets under 18 U.S.C. § 1836.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) injunctive relief to prevent the actual misappropriation of Measured Wealth's trade secrets and requiring affirmative actions to be taken to protect Measured Wealth's trade secrets, including returning Measured Wealth's client list and other confidential information contained in the Measured Wealth's trade secrets and barring its dissemination to third parties pursuant to 18 U.S.C. § 1836(b)(3)(A);
- b) damages for the actual loss caused by the misappropriation of Measured Wealth's trade secrets pursuant to 18 U.S.C. § 1836(b)(3)(B)(i)(I);
- c) damages for any unjust enrichment caused by the misappropriation of Foster's trade secrets that are not addressed in computing damages for actual loss pursuant to 18 U.S.C. § 1836(b)(3)(B)(i)(II);
- d) exemplary damages for Foster's willful and malicious misappropriation pursuant to 18 U.S.C. § 1836(b)(3)(C);
- e) reasonable attorney's fees and costs pursuant to 18 U.S.C. § 1836(b)(3)(D);
- f) injunctive relief barring Foster's affiliation with Stoeber Glass or any other competitive wealth management firm due to the past and threatened misappropriation of Measured Wealth's trade secrets pursuant to 18 U.S.C. § (3)(A)(i)(I); and
- g) any other relief this Court deems just and proper.

COUNT II
MISAPPROPRIATION OF TRADE SECRETS UNDER THE DEFEND TRADE
SECRETS ACT, 18 U.S.C. §§ 1836, et seq.

(Richard Kesner)

77. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

78. Kesner wrongfully acquired Measured Wealth's client list and trade secrets during and after his employment with Measured Wealth. These trade secrets included client lists containing the identity, net worth, and wealth management goals for clients as well as other information concerning the operation of Measured Wealth. Kesner's wrongful acquisition of Measured Wealth's trade secrets was willful and malicious.

79. Measured Wealth's misappropriated trade secrets included data relating to the trading of financial securities which are traded between the states and internationally. Furthermore, these underlying securities themselves were derived from entities engaging in interstate and international commerce. Measured Wealth's trade secrets maintain their value from their use in interstate commerce.

80. Measured Wealth's trade secrets qualify as trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836 as defined at 18 U.S.C. § 1839 (3). Measured Wealth took reasonable measures to ensure the protection and secrecy of its trade secrets. The trade secrets were accessible only through a username and secret password which Kesner had been entrusted to use only for his job duties. Measured Wealth had policies designed to protect against the misuse and dissemination of its trade secrets. Measured Wealth's employees were required to agree to and sign these policies as a condition to accessing the trade secrets.

81. Measured Wealth developed its trade secrets from many years of marketing and operating Measured Wealth.

82. Measured Wealth's trade secrets have independent economic value from not being generally known to and readily ascertainable by another person who could obtain economic value from the disclosure of the information. The trade secrets would be highly valuable to a competing wealth manager or wealth management company because it would assist the competitor with poaching clients of Measured Wealth. Furthermore, the trade secrets would provide the price charged to each client for the work as well as the investment strategy chosen by Measured Wealth for the client.

83. Kesner used the misappropriated Measured Wealth's trade secrets to poach Measured Wealth's clients and unfairly compete with Measured Wealth.

84. Kesner's wrongful use of the Measured Wealth's trade secrets caused clients to discontinue using Measured Wealth's services, thereby harming Measured Wealth. While some of the harm suffered by Measured Wealth may be compensated by damages, much of the harm is irreparable. Kesner's use of the trade secrets caused the termination of critical relationships that Measured Wealth maintained with its clients. It would be extremely difficult or impossible to calculate the full monetary value of the loss of these relationships.

85. The acquisition and utilization of Measured Wealth's trade secrets constitutes misappropriation of trade secrets in accordance under 18 U.S.C. § 1836.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) injunctive relief to prevent the actual misappropriation of Measured Wealth's trade secrets and requiring affirmative actions to be taken to protect Measured Wealth's trade secrets, including returning Measured Wealth's client list and other confidential information contained in the Measured Wealth's trade secrets and barring its dissemination to third parties pursuant to 18 U.S.C. § 1836(b)(3)(A);
- b) damages for the actual loss caused by the misappropriation of Measured Wealth's trade secrets pursuant to 18 U.S.C. § 1836(b)(3)(B)(i)(I);
- c) damages for any unjust enrichment caused by the misappropriation of Kesner's trade secrets that are not addressed in computing damages for actual loss pursuant to 18 U.S.C. § 1836(b)(3)(B)(i)(II);
- d) exemplary damages for Kesner's willful and malicious misappropriation pursuant to 18 U.S.C. § 1836(b)(3)(C);
- e) reasonable attorney's fees and costs pursuant to 18 U.S.C. § 1836(b)(3)(D);
- f) injunctive relief barring Kesner's affiliation with Stoeber Glass or any other competitive wealth management firm due to the past and threatened misappropriation of Measured Wealth's trade secrets pursuant to 18 U.S.C. § (3)(A)(i)(I); and
- g) any other relief this Court deems just and proper.

COUNT III
MISAPPROPRIATION OF TRADE SECRETS UNDER THE DEFEND TRADE
SECRETS ACT, 18 U.S.C. §§ 1836, et seq.

(Stoever, Glass & Co., Inc.)

86. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

87. Stoever Glass acquired Measured Wealth's client list and trade secrets through Kesner and Foster. Kesner and Foster wrongfully acquired the client list and trade secrets during and after their respective employment with Measured Wealth. These trade secrets included client lists containing the identity, net worth, and wealth management goals for clients as well as other information concerning the operation of Measured Wealth. Stoever Glass was aware that the information provided by Kesner and Foster were Measured Wealth's trade secrets and that neither Kesner nor Foster had any right to use that information. Stoever Glass' wrongful acquisition, retention, and use of Measured Wealth's trade secrets was willful and malicious.

88. Measured Wealth's misappropriated trade secrets included data relating to the trading of financial securities which are traded between the states and internationally. Furthermore, these underlying securities themselves are derived from entities engaging in interstate and international commerce. Measured Wealth's trade secrets maintain their value from their use in interstate commerce.

89. Measured Wealth's trade secrets qualify as trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836 as defined at 18 U.S.C. § 1839 (3). Measured Wealth took reasonable measures to ensure the protection and secrecy of its trade secrets. The trade secrets were accessible only through a username and secret password. Measured Wealth had policies designed to protect against misuse and dissemination of its trade secrets. Measured Wealth's

employees were required to agree to and sign these policies as a condition to accessing the trade secrets.

90. Measured Wealth developed its trade secrets from many years of marketing and operating Measured Wealth.

91. Measured Wealth's trade secrets have independent economic value from not being generally known to and readily ascertainable by another person who could obtain economic value from the disclosure of the information. The information would be highly valuable to a competing wealth manager or management company because it would assist the competitor with poaching clients of Measured Wealth. Furthermore, the trade secrets would provide the price charged to each client for the work as well as the investment strategy chosen by Measured Wealth for the client.

92. Stoever Glass used the misappropriated Measured Wealth's trade secrets to poach Measured Wealth's clients and unfairly compete with Measured Wealth.

93. Stoever Glass' wrongful use of the Measured Wealth's trade secrets caused clients to discontinue using Measured Wealth's services, thereby harming Measured Wealth. While some of the damages incurred by Measured Wealth may be compensated by damages, much of the harm is irreparable. Stoever Glass' use of the trade secrets caused the termination of critical relationships that Measured Wealth maintained with its clients. It would be extremely difficult or impossible to calculate the full monetary value of the loss of these relationships.

94. The acquisition and utilization of Measured Wealth's trade secrets constitutes misappropriation of trade secrets in accordance under 18 U.S.C. § 1836.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) injunctive relief to prevent the actual misappropriation of Measured Wealth's trade secrets and requiring affirmative actions to be taken to protect Measured Wealth's trade secrets, including returning Measured Wealth's client list and other confidential information contained in Measured Wealth's trade secrets and barring its dissemination to third parties pursuant to 18 U.S.C. § 1836(b)(3)(A);
- b) damages for the actual loss caused by the misappropriation of Measured Wealth's trade secrets pursuant to 18 U.S.C. § 1836(b)(3)(B)(i)(I);
- c) damages for any unjust enrichment caused by the misappropriation of Foster's trade secrets that are not addressed in computing damages for actual loss pursuant to 18 U.S.C. § 1836(b)(3)(B)(i)(II);
- d) exemplary damages for Foster's willful and malicious misappropriation pursuant to 18 U.S.C. § 1836(b)(3)(C);
- e) reasonable attorney's fees and costs pursuant to 18 U.S.C. § 1836(b)(3)(D);
- f) injunctive relief barring Stoever Glass's affiliation with either Foster or Kesner due to the past and threatened misappropriation of Measured Wealth's trade secrets pursuant to 18 U.S.C. § (3)(A)(i)(I); and
- g) any other relief this Court deems just and proper.

COUNT IV
MISAPPROPRIATION OF TRADE SECRETS UNDER THE FLORIDA UNIFORM
TRADE SECRETS ACT, §§ 688.01, et seq., Fla. Stat.

(Lee Anne Foster)

95. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

96. Foster acquired Measured Wealth's client list and trade secrets during and after her employment with Measured Wealth. These trade secrets included client lists containing the identity, net worth, and wealth management goals for clients as well as other information concerning the operation of Measured Wealth. Foster's wrongful acquisition of Measured Wealth's trade secrets was willful and malicious.

97. Measured Wealth's trade secrets qualify as trade secrets under the Florida Uniform Trade Secrets Act, § 688.002(4), Florida Statutes.

98. Measured Wealth took reasonable measures to ensure the protection and secrecy of its trade secrets. The trade secrets were accessible only through a username and secret password which Foster had been entrusted to use only for her job duties. Measured Wealth had policies designed to protect against the misuse and dissemination of its trade secrets. Measured Wealth employees were required to agree to and sign these policies as a condition to accessing the trade secrets.

99. Measured Wealth developed its trade secrets from many years of marketing and operating Measured Wealth.

100. Measured Wealth's trade secrets have independent economic value from not being generally known to and readily ascertainable by another person who could obtain economic value from the disclosure of the information. The trade secrets would be highly valuable to a competing wealth manager or wealth management company because it would assist the competitor with poaching clients of Measured Wealth. Furthermore, the trade secrets would provide the price charged to each client for Measured Wealth's services as well as the investment strategy chosen by Measured Wealth for the client.

101. Foster used the trade secrets misappropriated from Measured Wealth to poach Measured Wealth's clients and unfairly compete with Measured Wealth.

102. Foster's wrongful use of Measured Wealth's trade secrets caused clients to discontinue using Measured Wealth's services, thereby harming Measured Wealth. While some of the harm suffered by Measured Wealth may be compensated by damages, much of the harm is irreparable. Foster's use of the trade secrets caused the termination of critical relationships that Measured Wealth maintained with its clients. It would be extremely difficult or impossible to calculate the full monetary value of the loss of these relationships.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) injunctive relief to prevent the actual misappropriation of Measured Wealth's trade secrets and requiring affirmative actions to be taken to protect Measured Wealth's trade secrets, including returning Measured Wealth's confidential customer database and barring its dissemination to third parties pursuant to § 688.003, Fla. Stat.;
- b) damages for the actual loss caused by the misappropriation Measured Wealth's trade secrets pursuant to § 688.004(1), Fla. Stat.;
- c) damages for any unjust enrichment caused by the misappropriation of Measured Wealth's trade secrets that are not addressed in computing damages for actual loss pursuant to § 688.004(1), Fla. Stat.;
- d) exemplary damages for Foster's willful and malicious misappropriation pursuant to § 688.004(2), Fla. Stat.;
- e) reasonable attorney's fees and costs pursuant to § 688.005, Fla. Stat.; and
- f) any other relief this Court deems just and proper.

COUNT V
MISAPPROPRIATION OF TRADE SECRETS UNDER THE FLORIDA UNIFORM
TRADE SECRETS ACT, §§ 688.01, et seq., Fla. Stat.

(Richard Kesner)

103. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

104. Kesner acquired Measured Wealth's client list and trade secrets during and after his employment with Measured Wealth. These trade secrets included client lists containing the identity, net worth, and wealth management goals for clients as well as other information concerning the operation of Measured Wealth. Kesner's wrongful acquisition of Measured Wealth's trade secrets was willful and malicious.

105. Measured Wealth's trade secrets qualify as trade secrets under the Florida Uniform Trade Secrets Act, § 688.002(4), Florida Statutes. Measured Wealth took reasonable measures to ensure the protection and secrecy of its trade secrets. The trade secrets were accessible only

through a username and secret password which Kesner had been entrusted to use only for his job duties. Measured Wealth had policies designed to protect against the misuse and dissemination of its trade secrets. Measured Wealth's employees were required to agree to and sign these policies as a condition to accessing the trade secrets.

106. Measured Wealth's trade secrets were developed by Measured Wealth and compiled from many years of marketing and operating Measured Wealth.

107. Measured Wealth's trade secrets have independent economic value from not being generally known to and readily ascertainable by another person who could obtain economic value from the disclosure of the information. The trade secrets would be highly valuable to a competing wealth manager or wealth management company because it would assist the competitor with poaching clients of Measured Wealth. Furthermore, the trade secrets would provide the price charged to each client for Measured Wealth's investment management services as well as the investment strategy chosen by Measured Wealth for the client.

108. Kesner used the misappropriated Measured Wealth's trade secrets to poach Measured Wealth's clients and unfairly compete with Measured Wealth.

109. Kesner's wrongful use of the Measured Wealth trade secrets caused clients to discontinue using Measured Wealth's services, thereby harming Measured Wealth. While some of the harm suffered by Measured Wealth may be compensated by damages, much of the harm is irreparable. Kesner's use of the trade secrets caused the termination of critical relationships that Measured Wealth maintained with its clients. It would be extremely difficult or impossible to calculate the full monetary value of the loss of these relationships.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) injunctive relief to prevent the actual misappropriation of Measured Wealth's trade secrets and requiring affirmative actions to be taken to protect Measured Wealth's trade secrets, including returning Measured Wealth's confidential customer database and barring its dissemination to third parties pursuant to § 688.003, Fla. Stat.;
- b) damages for the actual loss caused by the misappropriation Measured Wealth's trade secrets pursuant to § 688.004(1), Fla. Stat.;
- c) damages for any unjust enrichment caused by the misappropriation of Measured Wealth's trade secrets that are not addressed in computing damages for actual loss pursuant to § 688.004(1), Fla. Stat.;
- d) exemplary damages for Kesner's willful and malicious misappropriation pursuant to § 688.004(2), Fla. Stat.;
- e) reasonable attorney's fees and costs pursuant to § 688.005, Fla. Stat.; and
- f) any other relief this Court deems just and proper.

COUNT VI
MISAPPROPRIATION OF TRADE SECRETS UNDER THE FLORIDA UNIFORM
TRADE SECRETS ACT, §§ 688.01, et seq., Fla. Stat.
(Stoever, Glass & Co., Inc.)

110. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

111. Stoever Glass wrongfully acquired Measured Wealth's trade secrets through Kesner and Foster. Kesner and Foster wrongfully acquired Measured Wealth's trade secrets during and after their respective employment with Measured Wealth. These trade secrets included client lists containing the identity, net worth, and wealth management goals for clients as well as other information concerning the operation of Measured Wealth. Stoever Glass was aware that the information provided by Kesner and Foster were Measured Wealth's trade secrets, and that neither Kesner nor Foster had any right to use that information. Stoever Glass' wrongful acquisition, retention, and use of Measured Wealth's trade secrets was willful and malicious.

112. Measured Wealth's trade secrets qualify as trade secrets under the Florida Uniform Trade Secrets Act, § 688.002(4), Florida Statutes.

113. Measured Wealth took reasonable measures to ensure the protection and secrecy of its trade secrets. The trade secrets were accessible only through a username and secret password. Measured Wealth had policies designed to protect against misuse and dissemination of its trade secrets. Measured Wealth's employees were required to agree to and sign these policies as a condition to accessing the trade secrets.

114. Measured Wealth developed its trade secrets from many years of marketing and operating Measured Wealth.

115. Measured Wealth's trade secrets have independent economic value from not being generally known to and readily ascertainable by another person who could obtain economic value from the disclosure of the information. The trade secrets would be highly valuable to a competing wealth manager or wealth management company because it would assist the competitor with Measured Wealth's poaching clients. Furthermore, the trade secrets would provide the price charged to each client for Measured Wealth's investment management services as well as the investment strategy chosen by Measured Wealth for the client.

116. Stoever Glass used the misappropriated trade secrets to poach Measured Wealth's clients and unfairly compete against Measured Wealth.

117. Stoever Glass' wrongful use of the Measured Wealth's trade secrets caused clients to discontinue using Measured Wealth's services, thereby harming Measured Wealth. While some of the harm suffered by Measured Wealth may be compensated by damages, much of the harm is irreparable. Stoever Glass' use of the trade secrets caused the termination of critical relationships that Measured Wealth maintained with its clients. It would be extremely difficult or impossible to calculate the full monetary value of the loss of these relationships.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) injunctive relief to prevent the actual misappropriation of Measured Wealth's trade secrets and requiring affirmative actions to be taken to protect Measured Wealth's trade secrets, including returning Measured Wealth's confidential customer database and barring its dissemination to third parties pursuant to § 688.003, Fla. Stat.;
- b) damages for the actual loss caused by the misappropriation Measured Wealth's trade secrets pursuant to § 688.004(1), Fla. Stat.;
- c) damages for any unjust enrichment caused by the misappropriation of Measured Wealth's trade secrets that are not addressed in computing damages for actual loss pursuant to § 688.004(1), Fla. Stat.;
- d) exemplary damages for Stoever Glass' willful and malicious misappropriation pursuant to § 688.004(2), Fla. Stat.;
- e) reasonable attorney's fees and costs pursuant to § 688.005, Fla. Stat.; and
- f) any other relief this Court deems just and proper.

COUNT VII
BREACH OF DUTY OF LOYALTY
(Lee Anne Foster)

118. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

119. Under Florida law, an employee has a duty to not engage in disloyal acts in anticipation of future competition during the time period of employment. Further, an employee has a duty of loyalty to not use the resources provided by the employer to harm that employer.

120. The duty of loyalty is applicable to every employee-employer relationship and is independent of any contractual relationship between the parties. This cause of action does not rely or depend on any contract.

121. While Foster was still employed with Measured Wealth, she owed Measured Wealth the duty of loyalty.

122. It is a violation of the duty of loyalty for an employee to misappropriate an employer's confidential client information, client lists, and trade secrets for the purpose of competing with that employer. Foster violated the duty of loyalty owed to Measured Wealth by misappropriating Measured Wealth's confidential client information, client lists, and trade secrets while she was still employed by Measured Wealth so that Foster could compete with Measured Wealth.

123. It is also a breach of the duty of loyalty for an employee to groom an employer's clients to induce them into terminating the clients' relationship with the employer, while that employee is still employed by the employer. Foster violated the duty of loyalty she owed to Measured Wealth by grooming Measured Wealth's clients and inducing them to terminate their relationship with Measured Wealth while she was still employed by Measured Wealth.

124. As a direct and proximate result of Foster's breach of her duties of loyalty to Measured Wealth, Measured Wealth has suffered damages.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) damages; and
- b) any other relief this Court deems just and proper.

COUNT VIII
BREACH OF DUTY OF LOYALTY
(Richard Kesner)

125. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

126. Under Florida law, an employee has a duty to not engage in disloyal acts in anticipation of future competition during the time period of employment. Further, an employee has a duty of loyalty to not use the resources provided by the employer to harm that employer.

127. The duty of loyalty is applied to every employee-employer relationship and is independent of any contractual relationship between the parties. This cause of action does not rely or depend on any contract.

128. While Kesner was still employed with Measured Wealth, he owed Measured Wealth the duty of loyalty.

129. It is a violation of the duty of loyalty for an employee to misappropriate an employer's confidential client information, client lists, and trade secrets for the purpose of competing with that employer. Kesner violated the duty of loyalty owed to Measured Wealth by misappropriating Measured Wealth's confidential client information, client lists, and trade secrets while he was still employed by Measured Wealth so that Kesner could compete with Measured Wealth.

130. It is also a breach of the duty of loyalty for an employee to groom an employer's clients to induce them into terminating that relationship, while that employee is still employed by the employer. Kesner violated the duty of loyalty owed to Measured Wealth by grooming Measured Wealth's clients and inducing them to terminate their relationship with Measured Wealth while he was still employed by Measured Wealth.

131. As a direct and proximate result of Kesner's breach of his duties of loyalty to Measured Wealth, Measured Wealth has suffered damages.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) actual damages resulting from Kesner's breach of his duty of loyalty; and
- b) any other relief this Court deems just and proper.

COUNT IX
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP

(Lee Anne Foster)

132. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

133. Measured Wealth has a valuable and beneficial business relationship with its clients. Due to the nature of the relationship that Measured Wealth has with its clients, there is an expectation that the clients will continue to use Measured Wealth's services and Measured Wealth will continue to provide those services indefinitely.

134. Measured Wealth maintained, secured, and protected client information concerning the identity, net worth, and wealth management goals as well as other important and confidential information concerning the clients. The client information qualifies as trade secrets under Federal and Florida law. Measured Wealth limited employees' access to client information and had express Policies which prevented that information from being used by employees for their own personal use.

135. Foster was aware of the Policies.

136. Foster was aware of the business relationship that Measured Wealth had with its clients. Foster used the credentials given to her by Measured Wealth to extract and appropriate the confidential client information. In fact, Foster purposefully appropriated this information specifically because Measured Wealth had a valuable and beneficial relationship with these clients.

137. Foster wrongfully used Measured Wealth's client information to solicit and induce Measured Wealth's clients into terminating their relationship with Measured Wealth. This solicitation was an intentional and unjustifiable interference with the business relationship

Measured Wealth maintained with its clients. Foster's solicitation and efforts to induce the clients was wrongful and unjustified because:

- a. Foster solicited Measured Wealth's clients with the use of trade secrets that Foster misappropriated through the use of Measured Wealth credentials;
- b. Foster's conduct was in violation of Measured Wealth's policies and procedures;
- c. Foster undertook the solicitation of Measured Wealth's clients while she was actually employed by Measured Wealth, in violation of her duty of loyalty; and
- d. Foster improperly leveraged the trust that Measured Wealth's clients had in her by virtue of her status as an employee of Measured Wealth, to take action directly against Measured Wealth.

138. Foster successfully induced many clients of Measured Wealth to terminate their relationship with Measured Wealth.¹

139. Measured Wealth was damaged by this conduct.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) actual and compensatory damages resulting from Foster's tortious interference; and
- b) any other relief this Court deems just and proper.

COUNT X
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP
(Richard Kesner)

140. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67 as if fully set forth herein.

141. Measured Wealth has a valuable and beneficial business relationship with its clients. Due to the nature of the relationship that Measured Wealth has with its clients, there is an

¹ Measured Wealth claims that specific client relationships have been tortuously interfered with. The identities of these clients have not been provided in this Complaint to protect these clients' privacy and because the identities of these clients are trade secrets. The identity of these clients shall be provided once an order protecting the confidentiality of that information has been entered.

expectation that the clients will continue to use Measured Wealth's services and Measured Wealth will continue to provide those services indefinitely.

142. Measured Wealth maintained, secured, and protected client information concerning the identity, net worth, and wealth management goals as well as other important and confidential information concerning the clients. The client information qualifies as trade secrets under Federal and Florida law. Measured Wealth limited employees' access to client information and had express Policies which prevented that information from being used by employees for their own personal use.

143. Kesner was aware of the Policies.

144. Kesner was aware of the business relationship that Measured Wealth had with its clients. Kesner used the credentials given to him by Measured Wealth to extract and appropriate the confidential client information. In fact, Kesner purposefully appropriated this information specifically because Measured Wealth had a valuable and beneficial relationship with these clients.

145. Kesner wrongfully used Measured Wealth's client information to solicit and induce Measured Wealth's clients into terminating their relationship with Measured Wealth. This solicitation was an intentional and unjustifiable interference with the business relationship Measured Wealth maintained with its clients. Kesner's solicitation and efforts to induce the clients was wrongful and unjustified because:

- a. Kesner solicited Measured Wealth's clients with the use of trade secrets that Kesner misappropriated through the use of Measured Wealth credentials;
- b. Kesner's conduct was in violation of Measured Wealth's policies and procedures;
- c. Kesner undertook the solicitation of Measured Wealth's clients while he was actually employed by Measured Wealth, in violation of his duty of loyalty; and
- d. Kesner improperly leveraged the trust that Measured Wealth's clients had in him by virtue of his status as an employee of Measured Wealth, to take action directly against Measured Wealth.

146. Kesner successfully induced many clients of Measured Wealth to terminate their relationship with Measured Wealth.²

147. Measured Wealth was damaged by this conduct.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) actual and compensatory damages resulting from Kesner's tortious interference; and
- b) any other relief this Court deems just and proper.

COUNT XI
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP

(Stoever, Glass & Co., Inc.)

148. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67, 133 through 139, and 141 through 147 as if fully set forth herein.

149. Foster and Kesner's conduct in soliciting Measured Wealth's clients using Measured Wealth's trade secrets was tortious interference with a business relationship.

² Measured Wealth claims that specific client relationships have been tortuously interfered with. The identities of these clients have not been provided in this Complaint to protect these clients' privacy and because the identities of these clients are trade secrets. The identity of these clients shall be provided once an order protecting the confidentiality of that information has been entered.

150. As Stoever Glass is a fictitious person, it can only act through its agents acting within the scope of their agency. Foster and Kesner's tortious behavior is imputed to Stoever Glass, because Foster and Kesner committed torts within the scope of their agency with Stoever Glass.

151. Stoever Glass knew that Foster and Kesner were employed by Measured Wealth and had within their possession Measured Wealth's misappropriated trade secrets. Stoever Glass was also aware that Foster and Kesner intended to use this information both during and after their employment with Measured Wealth to funnel Measured Wealth's clients to Stoever Glass.

152. Stoever Glass agreed to participate in Foster and Kesner's scheme on or about June 1st, 2019.

153. By Stoever Glass agreeing to Foster and Kesner's scheme, Foster and Kesner became agents for Stoever Glass, and the actions conducted by Foster and Kesner within the scope of their agency/employment with Stoever Glass became actions of Stoever Glass. Foster and Kesner's intentional and unjustified interference with Measured Wealth's relationships with its clients were within the scope of Foster and Kesner's agency relationship with Stoever Glass.

154. Measured Wealth was damaged by Stoever Glass' tortious interference with Measured Wealth's client relationships.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) actual and compensatory damages arising from Stoever Glass' tortious interference; and
- b) any other relief this Court deems just and proper.

COUNT XII
FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Stoever, Glass & Co., Inc.)

155. Measured Wealth re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 67, 69 through 76, 78 through 85, 87 through 94, 91 through 98, 113 through 119, 134 through 140, 142 through 148, and 150 through 158, as if fully set forth herein.

156. Unconscionable, unfair, and deceptive practices in commerce are unlawful pursuant to the Florida Deceptive and Unfair Trade Practices Act, § 501.201 *et seq*, Florida Statutes (“FDUTPA”).

157. Stoever Glass’ enacted a scheme to induce Measured Wealth’s clients to become clients of Stoever Glass; however, Stoever Glass did not accomplish this through normal competition. Instead, Stoever Glass’ undertook corporate espionage by employing Foster and Kesner while they were worked Measured Wealth. Foster and Kesner, as agents of Stoever Glass, covertly misappropriated Measured Wealth’s trade secrets and solicited Measured Wealth’s clients.

158. Stoever Glass used the Measured Wealth trade secrets in order to solicit Measured Wealth’s clients. The trade secrets gave Stoever Glass an unfair advantage in competing with Measured Wealth.

159. Stoever Glass’ conduct was willful and intentionally malicious. Stoever Glass was aware of Foster and Kesner’s misappropriation of trade secrets, violations of their duty of loyalty to Measured Wealth, and their use of Measured Wealth’s trade secrets to tortuously interfere with Measured Wealth’s clients. Further, Stoever Glass accepted the benefits from Foster and Kesner’s violation of law and encouraged the continued violations of law through compensation.

160. Stoever Glass' unfair and deceptive trade practices harmed Measured Wealth by causing clients to cease doing business with Measured Wealth.

161. Stoever Glass' conduct also independently harmed consumers. Particularly, Measured Wealth's clients have privacy and ownership interests in their own data which was violated by Stoever Glass' misappropriation of that data. Clients of wealth management services have a reasonable expectation of privacy concerning their own personal assets and their identifying information. Stoever Glass' misappropriation of that information inherently is harmful to consumers. Further, Stoever Glass misappropriated Measured Wealth's client's private financial information through unsecured methods, such as the Drop Box platform and unsecured USB flash drives. If that client financial information were to be compromised, it could lead to catastrophic financial consequences to consumers.

162. Stoever Glass' conduct is a deceptive and unfair trade practice in violation of FDUTPA.

WHEREFORE, based on the foregoing, Measured Wealth respectfully requests the following relief:

- a) actual and compensatory damages resulting from Stoever Glass' violations of FDUTPA;
- b) attorneys' fees pursuant to § 501.211 (2), Fla. Stat.; and
- c) any other relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all issues so triable by right.

Respectfully submitted,

Mavrick Law Firm
Attorneys for Measured Wealth Private Client Group, LLC
1620 West Oakland Park Boulevard
Suite 300
Fort Lauderdale, Florida 33311
Telephone: (954) 564-2246
Peter T. Mavrick, Esq.
E-mail: peter@mavricklaw.com
Elizabeth Olivia Hueber, Esq.
Email: elizabeth@mavricklaw.com

BY: s/Peter T. Mavrick
Peter T. Mavrick, Esq.
Florida Bar No.: 0083739
Elizabeth Olivia Hueber, Esq.
Florida Bar No.: 0073061