

IN THE CIRCUIT COURT IN AND FOR  
BROWARD COUNTY, FLORIDA

Finish First Tactical, LLC

CIVIL ACTION  
Docket No.

Plaintiff

vs.

Kalashnikov USA,  
RWC Group, LLC,  
Premax Tool and Machine,  
Inc. , Premax Manufacturing  
and  
Robert A. Schickling, Jr.

Defendants

COMPLAINT

FIRST COUNT

1. Plaintiff, Finish First Tactical, LLC is a Pennsylvania based limited liability company with offices in Pottstown, Commonwealth of Pennsylvania.
2. Defendant, Kalashnikov USA is a related entity, division and/or fictitious name used by the Defendant, RWC Group, LLC with its offices in Pompano Beach, State of Florida.
3. Defendant, RWC Group, LLC is a limited liability company of the State of Florida with its offices in Pompano Beach, State of Florida.
3. Defendant, Premax Tool and Machine, Inc. is a corporation with offices in Pottstown, Commonwealth of Pennsylvania. Upon information and belief, Premax Tool and Machine, Inc. operates under the fictitious name of Premax Manufacturing.

4. Defendant, Robert Schickling is an individual and principal of Premax Tool and Machine, Inc. and/or owner of Premax Manufacturing with offices in Pottstown, Commonwealth of Pennsylvania. All Defendants either have an office or have done business emanating out of, continuing, and/or culminating in Broward County, State of Florida.

5. On October 24, 2015 the Plaintiff, as the Contractor (“Contractor”), and the Defendants, Premax Tool and Machine, Inc., a/k/a Premax Manufacturing and its principal, Robert A. Schickling, Jr., as the Subcontractor, (“ herein Premax Took and Machine, Inc., Premax Manufacturing and Roberta A. Schickling, Jr., shall be referred to as the “Subcontractor”) entered into a Mutual Non-Disclosure Agreement (“NDA” or “Agreement”), a true and correct copy of which is attached hereto, incorporated by reference herein, and marked Exhibit “A”. Under the terms of said Agreement, (“NDA”) a true and correct copy of which is attached hereto, and marked Exhibit “A” the Subcontractor agreed that the Plaintiff was providing confidential and proprietary know-how, trade secrets, confidential information, customer lists, names, designs, documents, drawings, engineering information, processes, products, specifications, software, hardware configuration, and technology, amongst other proprietary matters (collectively “Confidential Information”) as well as Equipment and Supplies so that Subcontractor could perform work for the Plaintiff, as the Contractor, and for no others using the Confidential Information, Equipment and Supplies to make specialty components and parts for Plaintiff’s customers, including specifically for the Co-defendants herein Kalashnikov USA and RWC Group, LLC.

5. The Agreement was entered into by the Subcontractor for valid consideration, in which the Plaintiff provided to the Subcontractor, being the Confidential Information, Equipment and Supplies.

6. The Plaintiff as Contractor would not have hired and engaged the Subcontractor unless the Subcontractor had agreed to be bound by the terms and conditions of the Agreement which included, in pertinent part, covenants, prohibiting the Subcontractor from utilizing the Confidential Information outside of the scope and terms of the said Agreement and soliciting directly the customers of Plaintiff as Contractor.

7. The Agreement specifically provides, in paragraph eight (8), that: "All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Recipient, disclosing Party does not grant any express or implied right to Recipient to or under any patent, copyrights, trademarks, or trade secret information except as otherwise provided for herein."

8. At some time subsequent to the execution of the Agreement, the Subcontractor sought to and did violate the terms and conditions of the Agreement and did directly contact and solicit to commence directly working with the named Co-Defendants herein, and which undertaking specifically includes using the Confidential Information, Equipment and Supplies provided by Plaintiff, as Contractor, with the named Co-Defendants herein.

9. Upon commencing work for the Co-Defendants herein, the Subcontractor of the Plaintiff, in violation of the terms of the Agreement, which remained in full force and effect, proceeded to utilize the Confidential Information, Equipment and Supplies of Contractor and did wrongfully solicit business from Plaintiff 's existing accounts, and

took business away from the Plaintiff as Contractor which was previously that of the Plaintiff as Contractor.

10. As a result of the wrongful actions of the Subcontractor, the Plaintiff as Contractor has sustained irreparable harm, injury and damage and the restrictive covenants within the Agreement, to protect the Plaintiff as Contractor from unlawful competition have been egregiously violated by the Subcontractor.

11. Written demand to cease and desist was provided by the Plaintiff as Contractor to the Subcontractor but the Subcontractor has wholly failed and refused to abide by the terms of the NDA, and has and continues to contact customers of the Plaintiff as Contractor and to solicit orders from the Co-Defendants and not to the account or benefit of the Plaintiff as Contractor.

WHEREFORE, Plaintiff prays that this Honorable Court render judgment in its favor and against the Defendants, Premax Tool and Machine, Inc., Premax Manufacturing and Robert A. Schickling, Jr., under this Count to:

- A. Issue a temporary, preliminary and permanent Restraining Order, restraining and enjoining the Defendants, Premax Tool and Machine, Inc., Premax Manufacturing and Robert A. Schickling, Jr., from violating the terms of the NDA in the State of Florida, as it appears that the violations are occurring in the State of Florida between the Plaintiff and said Defendants and in accordance with the terms of the Agreement and
- B. Issue a temporary, preliminary and permanent Restraining Order, preventing the Defendants, Premax Tool and Machine, Inc., Premax Manufacturing and Robert A. Schickling, Jr., from contacting, communicating with, soliciting, or

taking orders from any of the Co-Defendants herein within the jurisdiction of this Court; and

- C. For an accounting, disgorgement, and reimbursement to Plaintiff of all profits derived within the jurisdiction of this Court from the said Defendants' wrongful breach of the terms of the NDA and the use of Plaintiff's Equipment and Supplies.
- D. For damages in such amount and may reasonably and properly compensate the Plaintiff under the laws of the State of Florida and the United States of America which Plaintiff verily believes to be in excess of One Million (\$1,000,000.00) Dollars.
- E. For Costs of Suit and Counsel Fees; and
- F. For such other and further relief as the court may deem adequate and just.

#### SECOND COUNT

12. Plaintiff incorporates herein Paragraphs 1 through 11 of the First Count, the same as if set forth at length herein.

13. The Plaintiff notified the co-Defendants, Kalashnikov USA, and RWC Group, LLC, (collectively "Kalashnikov") of the Subcontractor's violation of the covenants of the Agreement and Kalashnikov all the while had actual knowledge that Plaintiff was to utilize Subcontractor to manufacture parts for Kalashnikov as a subcontractor for Plaintiff. Based upon action and deeds, Kalashnikov disavowed the binding terms of the NDA as applicable to the Subcontractor, and has wrongfully permitted and allowed the Subcontractor to compete with the Plaintiff as Contractor for the business of Kalashnikov, and all the while using the Confidential Information, Equipment and

Supplies specifically provided by Plaintiff to Subcontractor to be solely utilized in the contractual undertakings between Plaintiff as Contractor and Kalashnikov.

14. The Defendants, Kalashnikov, have interfered with the third party contractual rights between the Plaintiff as Contractor and the Subcontractor, which conduct has been tortuous, intentional, willful and wrongful, and necessarily has harmed and injured the Plaintiff.

15. The Plaintiff has made numerous and repeated demands upon the Defendants, Kalashnikov to cease in its wrongful conduct as above, but both the Subcontractor and Kalashnikov have refused to honor any agreement, concession, obligation, term, or agreement with Plaintiff, or the terms of the NDA between the Plaintiff as Contractor and the Subcontractor.

16. Plaintiff is entitled to an accounting, and payment over to the Plaintiff as Contractor of all profits which Subcontractor realized and which Kalashnikov saved or may of themselves profited from as a result of their wrongful breach and interference, respectively of the Plaintiff's rights under the NDA with the Subcontractor herein.

WHEREFORE, Plaintiff prays that this Honorable Court render judgment in its favor and against the Defendants Kalashnikov, jointly, severally and in the alternative for:

1. A temporary, preliminary and permanent injunction, preventing the said Defendants from interfering with or violating the terms of the Confidentiality Agreement whereby said Defendants are profiting therefrom;

2. A full and complete accounting and payment over by the said Defendants of all profits derived from its wrongful interference with the contract rights of the Plaintiff, as Plaintiff as Contractor, with Subcontractor;
3. For damages in such amount as may reasonably and properly compensation the Plaintiff under the laws of the State of Florida which Plaintiff verily believes is now in excess of the sum of One Million (\$1,000,000.00) Dollars;
4. For costs and counsel fees; and
5. For such other and further relief as the court may deem adequate and just.

Law Offices of Henry Portner

Dated: October 27, 2016

By: s/Henry N. Portner  
Henry N. Portner, Esquire  
Attorney for the Plaintiff  
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Lake Worth, FL 33467  
Fl Bar # 0883050  
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## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between Finish First Tactical, LLC, located at 133 D Possum Hollow Road, Pottstown, Pennsylvania 19464, and PREMAX MANUFACTURING located at 76 Robinson Street, Pottstown Pa. 19464. As used herein, the party disclosing Confidential Information is the "Disclosing Party" and the party receiving the Confidential Information is the "Recipient."

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE TO BE BOUND AS FOLLOWS:

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest (the "Opportunity") and in connection with the Opportunity, each party may disclose to the other certain confidential technical and business information which Disclosing Party desires Recipient to treat as confidential.

2. **Definition of Confidential Information and Exclusions.**

(a) "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code, trade secrets or any other information which is designated as "confidential," "proprietary" or some similar designation. Information disclosed orally shall be considered Confidential Information only if Disclosing Party confirms such information as Confidential Information in writing within a reasonable time after the initial disclosure. Confidential Information also includes information disclosed to Disclosing Party by third parties. Except as otherwise indicated in this Agreement, "Recipient" also includes all Affiliates of the Recipient. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Recipient's breach of any obligation owed to Disclosing Party; (ii) became known to Recipient prior to Disclosing Party's disclosure of such information to Recipient pursuant to the terms of this Agreement; (iii) became known to Recipient from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Recipient; or (v) is in the possession of Recipient at the time of disclosure by Disclosing Party as shown by Recipient's files and records immediately prior to the time of disclosure.

3. **Obligations Regarding Confidential Information**

(a) Recipient shall:

- (i) Refrain from disclosing any Confidential Information to third parties, except as expressly provided in this Agreement;
- (ii) Refrain from copying Disclosing Party's Confidential Information without Disclosing Party's prior written authorization. Recipient shall reproduce Disclosing Party's proprietary rights notices on any such authorized copies in the same manner in which such notices were set forth in or on the original;
- (iii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information; and
- (iv) Refrain from disclosing, reproducing, summarizing, or distributing Confidential Information except in pursuance of the Opportunity with Disclosing Party, and only as otherwise provided hereunder.

(b) Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either (i) gives Disclosing Party reasonable notice prior to such disclosure to allow



Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

(c) The undersigned Recipient may disclose Confidential Information only to Recipient's employees and consultants on a need-to-know basis. The undersigned Recipient will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(d) Recipient shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) Recipient shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or at Disclosing Party's option, certify destruction of the same.

4. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party's Confidential Information, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of this Agreement. Accordingly, each party agrees and acknowledges that any such breach or threatened breach of this Agreement will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement, without the necessity of proving actual damages.

5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

6. **Term.** The obligations of each receiving party hereunder survive any termination of this Agreement and shall continue for a period terminating three (3) years from the date on which Confidential Information is last disclosed under this Agreement.

7. **Export Control.** This project has been categorized as export controlled under the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulations (EAR) and the applicable Export Control Regulations of the United States. As a result, certain technical data, hardware, software, or other information furnished to Recipient shall be labeled "Export Controlled." Other specific technical information created by the Recipient may be export controlled as well if it relates to the specific product design or prototype to be created in this project. Recipient understands there are civil and criminal penalties for failure to comply with U.S. Export Control laws and will comply with all applicable laws while performing services for Discloser. Specifically, Recipient agrees to comply with U.S. export control laws and regulations on all information it receives that is labeled "Export Controlled" and on information it creates in the scope of work on this project that is export controlled. Recipient further warrants that all individuals that will be given access to this information are U.S. citizens or permanent U.S. residents with a valid permanent resident cards, and that the information disclosed to Recipient will be stored securely.

#### 8. **Miscellaneous**

(a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Recipient, Disclosing Party does not grant any express or implied right to Recipient to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing

Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b) UNLESS OTHERWISE AGREED BY DISCLOSING PARTY AND THE RECIPIENT, ALL CONFIDENTIAL INFORMATION, SOFTWARE, AND HARDWARE IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

(c) The parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Recipient, their agents, or employees, but only by an instrument in writing signed by Disclosing Party and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(e) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the Commonwealth of Pennsylvania, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in Philadelphia, Pennsylvania, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Court of Common Pleas in Philadelphia, Pennsylvania. Recipient waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

(f) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Recipient may not assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of Disclosing Party. Any purported assignment in violation of this Section shall be void.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(h) Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the Recipient. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Robert A. Schiekling Jr.  
Address: 706 Redwing St.  
Pottstown PA  
Signed: Robert A. Schiekling Jr.  
Name: Robert A. Schiekling Jr.  
Title: Managing Member

Finish First Tactical, LLC  
133 D Possum Hollow Road  
Pottstown, Pennsylvania 19464

Signed: Fred P. Hoffken  
Name: Fred P. Hoffken  
Title: Managing Member 10/24/15