

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

VENTURI TECHNOLOGIES, INC.  
307 East Church Road  
King of Prussia, PA 19406,

Plaintiff,

v.

JOEL HEFFELFINGER  
2715 S. Smedley Street  
Philadelphia, PA 19145,

JOSHUA STRYJAK  
32 W. County Line Road  
Hatboro, PA 19040,

SUMMIT RESTORATION, LLC f/k/a  
SUMMIT STAFFING, LLC  
1721 Loretta Avenue  
Feasterville, PA 19053,

DRY AIR RESOURCES, LLC  
4 Shady Lane, Suite A  
Rockledge, PA 19046,

MULTI-FAMILY VENDOR SOLUTIONS,  
LLC  
32 W. County Line Road  
Hatboro, PA 19040,

JOHN AND JANE DOES 1-100,

DOE CORPORATIONS I-X,

Defendants.

Civil Action No. \_\_\_\_\_

JURY TRIAL DEMANDED

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**

Venturi Technologies, Inc. (“Venturi,” “Plaintiff,” or the “Company”), by and through its undersigned counsel, hereby brings the following Complaint seeking injunctive relief and monetary damages against Defendants Joel Heffelfinger (“Heffelfinger”), Joshua Stryjak

(“Stryjak”) (the “Individual Defendants”), and Dry Air Resources, LLC (“DAR”), Multi-Family Vendor Solutions, LLC (“MVS”), and Summit Restoration, LLC (“Summit”) (the “Corporate Defendants”) (all collectively, “Defendants”).

### **PRELIMINARY STATEMENT**

1. Defendants are individuals, and the companies they founded and operated, who engaged in, *inter alia*, fraudulent and unauthorized/unfair competition with Venturi as explained in detail below. Heffelfinger and Stryjak are former employees of Venturi. While employed by Venturi, these Individual Defendants formed and operated DAR, MVS, and Summit in a scheme to defraud Venturi out of tens of thousands of dollars, to compete with Venturi, and to engage in self-dealing and usurpation of Venturi’s business opportunities for their own personal benefit, all while simultaneously misappropriating and utilizing Venturi’s confidential and proprietary information for their own personal benefit to the detriment of Venturi.

2. Heffelfinger and Stryjak executed non-competition, nondisclosure, and non-solicitation agreements with Venturi. Both during their employment and thereafter, these Individual Defendants violated the terms of their agreements, with the above conduct and as described more fully below. Therefore, Venturi brings this action because Defendants should not be permitted to continue to benefit from their unlawful actions, and the Company should be compensated for certain harm that already has been done.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. §1331, as Venturi’s claims pursuant to the Computer Fraud and Abuse Act, 18 U.S.C. §1030 *et seq.* (“CFAA”) (Count VI below) and the Racketeer Influenced Corrupt Organizations Act, 18 U.S.C. §1962(c)

(“RICO”) (Count VII below), arise under the laws of the United States. This Court has supplemental jurisdiction over Venturi’s remaining claims pursuant to 28 U.S.C. §1367.

4. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to this civil action occurred in this district.

**THE PARTIES**

5. Plaintiff Venturi Technologies, Inc. is a Nevada corporation with an office located at 307 East Church Road, King of Prussia, PA 19406.

6. Defendant Joel Heffelfinger is an individual and a citizen of the Commonwealth of Pennsylvania, residing at 2715 S. Smedley Street, Philadelphia, PA 19045. He was employed as a Base Manager for Venturi until August 30, 2010.

7. Defendant Joshua Stryjak is an individual and a citizen of the Commonwealth of Pennsylvania, residing at 32 W. County Line Road, Hatboro, PA 19040. He was employed as a Sales Representative for Venturi until August 30, 2010.

8. Defendant Dry Air Resources, LLC is a Pennsylvania limited liability company with an address located at P.O. Box 296, Hatboro, PA 19040. According to corporate records, Heffelfinger is the principal for DAR, and its address is 4 Shady Lane, Suite A, Rockledge, PA 19046.

9. Defendant Multi-Family Vendor Solutions, LLC is a Pennsylvania limited liability company with an address located at 32 W. County Line Road, Hatboro, PA 19040. According to corporate records, Stryjak is the principal for MVS.

10. Defendant Summit Restoration, LLC is a Pennsylvania limited liability company with an address located at 1721 Loretta Avenue, Feasterville, PA 19006. According to corporate records, Heffelfinger is the President of Summit and Stryjak is the Vice President.

11. John and Jane Does 1-100 are individuals who participated in the unlawful acts identified in this Complaint, but whose identities presently are unknown.

12. Doe Corporations I-X are companies that participated, through their agents, in the unlawful acts identified in this Complaint, but whose identities presently are unknown.

### **FACTUAL ALLEGATIONS**

#### **A. Venturi's Background and Company Information**

13. Venturi operates a nationwide business for cleaning and restoring carpets, furniture and upholstery, primarily in apartment buildings, apartment complexes, and other multi-family structures. Venturi also is engaged in the business of drying, cleaning, repair and restoration of residences and business that have been damaged, including fire, smoke, water and mold damage. Venturi has base locations in eleven states, including in Florida, Georgia, Missouri, Colorado, Pennsylvania, New Jersey, Utah, Arizona, California, Oregon, and Washington.

14. In or about February 2003, Venturi opened its office in Horsham, Pennsylvania. In or about March 2006, Venturi moved its place of business to King of Prussia, Pennsylvania (the "King of Prussia office"). The King of Prussia office services locations throughout Pennsylvania, Delaware, New Jersey, and Maryland. At the time of their terminations, the Individual Defendants worked out of the King of Prussia office.

15. Cultivating customer loyalty and repeat business is critical to Venturi's success in a competitive business environment. One of Venturi's main business challenges is to develop, maintain, and increase its customer base. Venturi aims to foster secure, long-lasting relationships with its customers by encouraging its employees to develop relationships with existing and prospective customers.

16. Service Technicians and Sales Representatives provide direct services to Venturi's customers. They are required to develop and maintain direct and continuous sales and marketing relationships with customers on a one-to-one and personal basis. Venturi does substantial repeat business with its customers – particularly owners and/or operators of larger rental properties.

17. Base Managers have even greater access to and more frequently utilize confidential information of Venturi. They have frequent interactions with Venturi's customers and potential customers, establishing substantial customer goodwill. They also participate in management meetings at which confidential sales, marketing, technology, and pricing information is discussed.

18. Venturi's customer relationships are critical to its business. Accordingly, Base Managers, Service Technicians and Sales Representatives are required to enter into agreements with it containing nondisclosure, non-solicitation, and non-compete provisions as a condition of their employment. Employees also are required to review and acknowledge receipt of the Employee Handbook, which contains a Confidentiality Agreement.

**B. Venturi Hires Joel Heffelfinger and Promotes Him to Base Manager**

19. In or about 2000, Venturi hired Heffelfinger as a service technician in its Orlando, Florida base location. Heffelfinger had no prior experience in the carpet cleaning business prior to his employment with Venturi.

20. In or about February 2003, Heffelfinger was promoted to Base Manager for Venturi's newly opened Horsham office in Pennsylvania.

21. Heffelfinger's daily responsibilities included overseeing the daily schedules for all the technicians in the Horsham office, overseeing the technicians' performance and supervising them, and training new technicians who were hired. He ran the daily operations

of the Horsham Office. This was the same for the King of Prussia office when Venturi moved. Heffelfinger also contracted with customers on behalf of Venturi.

22. As a result of his long-term employment with Venturi, Heffelfinger developed a significant number of contacts and relationships with Venturi customers.

23. On September 30, 2004, Heffelfinger executed a Covenant Not to Compete, Nondisclosure and Non-Solicitation Agreement (“Heffelfinger Agreement”). A true and correct copy of this agreement is attached hereto as Exhibit A.

**C. Venturi Hires Joshua Stryjak and Promotes Him to Sales Representative**

24. In or about November 2005, Venturi hired Stryjak as a service technician. Stryjak had no prior experience in the carpet cleaning business prior to his employment with Venturi.

25. When he began employment with Venturi, Stryjak executed a Service Technician Covenant Not To Compete, Nondisclosure and Non-Solicitation Agreement, dated November 11, 2005. A true and correct copy of this agreement is attached hereto as Exhibit B.

26. When he was promoted to Sales Representative, Stryjak executed a Sales Representative Covenant Not to Compete, Nondisclosure and Non-Solicitation Agreement, dated January 19, 2010 (“Stryjak Agreement”). A true and correct copy of this agreement is attached hereto as Exhibit C.

**D. The Non-competition, Nondisclosure, and Non-Solicitation Agreements**

27. The agreements prohibit the Individual Defendants, during their employment and for two years thereafter, from competing with Venturi in a specific, limited geographic area. *See* Exhibits A-C at ¶5.

28. The agreements also prohibit the Individual Defendants from soliciting certain Venturi customers or employees for eighteen months after the termination of their employment. *See* Exhibits A-C at ¶6.

29. Additionally, the agreements prohibit the Individual Defendants, during their employment and for eighteen months thereafter, from disclosing or using Venturi's confidential and/or proprietary information. *See* Exhibits A-C at ¶7.

30. During the Individual Defendants' employment with Venturi, they also signed and acknowledged receipt of an Employee Handbook. A true and correct copy of the Individual Defendants' Acknowledgement and Receipt of Venturi's Employee Handbook are attached hereto as Exhibit D. The Employee Handbook contained a Confidentiality Agreement that provided:

It is the policy of Venturi Technologies, Inc. to ensure that the operations, activities and business affairs of Venturi Technologies, Inc. and our clients are kept confidential to the greatest possible extent. If during the course of employment, you acquire confidential or proprietary information about Venturi Technologies, Inc., or its clients, such information is to be handled in strict confidence and is not to be discussed with persons outside Venturi Technologies, Inc.

Such confidential information includes, but is not limited to, the following examples:

- Compensation
- Customer credit card information
- Customer data of any type or in any form
- Sales or financial information
- Company or Client marketing strategies
- Supplier product cost information or pricing schedules
- Pending projects and proposals

A true and correct copy of the relevant page of the Employee Handbook is attached as Exhibit E.

31. This Handbook also permits “outside employment” only when, *inter alia*, the second job is “not with a competitor, or create[s] a conflict of interest in the opinion of management” and the employee “obtain[s] prior approval from the CFO before starting [the] second job.” A true and correct copy of the relevant page of the Employee handbook is attached as Exhibit F.

**E. The Individual Defendants’ Access to Venturi’s Confidential Information**

32. In connection with the Individual Defendants’ duties for Venturi, they acquired confidential information regarding, *inter alia*, Venturi’s customers and individual customer contacts, pricing structure, itemized pricing for individual services, business and marketing plans and strategies, proposed services and products, and methods of cleaning, drying, and restoring carpets. Venturi maintained this information in strictest confidence, by communicating to all employees that the information should be kept confidential and should not be communicated to customers and competitors of Venturi.

33. Heffelfinger had substantial access to, and frequently used confidential information of Venturi. He had frequent interactions with Venturi’s customers and potential customers, establishing substantial customer goodwill. He also participated in management meetings at which confidential sales, marketing, technology, and pricing information was discussed.

34. Stryjak had substantial access to, and frequently used confidential information of Venturi. He had frequent interactions with Venturi’s customers and potential customers, establishing substantial customer goodwill. He also participated in meetings at which confidential sales, marketing, technology, and pricing information was discussed.

35. Among the information to which the Individual Defendants had access were Venturi’s customer lists, which included the names, addresses and phone numbers for each



of Venturi's customers and the corresponding level of pricing for services provided to each customer ("Customer List"). Information on Venturi's pricing structure is highly confidential and not disclosed to customers, and is based on numerous business considerations.

36. The Individual Defendants also had access to a detailed list of itemized prices for individual services ("Price Guide").

37. Information in the Customer List and the Price Guide is not readily available through an independent source, nor has there been any public disclosure of such trade secrets and confidential information by any individual or entity including, but not limited to, Venturi, or any of its officers, employees, agents or representatives.

38. The Individual Defendants have already used Venturi's Customer List, Pricing Guide, and other Venturi financial information (including profitability information) to secretly benefit themselves at the expense of Venturi. Upon information and belief, the Individual Defendants will continue to use Venturi's Customer List, Pricing Guide, and other Venturi financial information (including profitability information) if not enjoined from doing so.

39. Venturi protects its confidential and proprietary information and trade secrets through the use of confidentiality agreements with its employees. The information to which Plaintiff granted the Individual Defendants access was protected by the confidentiality agreements.

40. Venturi provided the Individual Defendants with training and experience in that business and taught them Venturi's unique methods for cleaning, drying, and restoring carpets, furniture and upholstery, as well as cleaning, repair and restoration of residences and business that have been damaged by fire, smoke, water, and mold.

41. Venturi protected this confidential information, and employees were told that these business methods were confidential and not to be disclosed to others. They acquired knowledge of this information during the course of their employment with Venturi, and under circumstances giving rise to a duty to maintain their secrecy.

**F. Defendants Conspired To Form And Operate Companies To Compete With Venturi While They Were Still Employed By Venturi**

42. Upon information and belief, the Individual Defendants formed at least three (3) separate companies to defraud and unfairly compete with Venturi, and to facilitate the Individual Defendants' breaches of their agreements, breaches of fiduciary duty, usurpation of corporate opportunity, fraud, conspiracy and other claims and conduct as described below.

43. Summit's website ([www.summitrescue.net](http://www.summitrescue.net)) lists it as performing all of the same services as Venturi. For example, the website states that "Summit uses the most advanced extraction, drying techniques, and equipment available today. With water infiltration, time is of the essence. You won't find anyone who will dry your home or business faster and less invasively than Summit. In most cases we have you back in your residence or office in 30 hours or less." Summit, therefore, openly operated a fully-functioning competing business to Venturi. Summit was formed on October 5, 2006, with Heffelfinger listed as President and Stryjak listed as Vice President. During their employment, the Individual Defendants never disclosed to Venturi that they were the owners and/or operators of Summit.

44. DAR was formed on March 31, 2010, with Heffelfinger as the principal. Upon information and belief, Stryjak also is an owner and/or operator of DAR. According to corporate records, its purpose is "machinery and equipment rental." Upon information and belief, DAR rents the same equipment and machinery used in Venturi's business. During their

employment, the Individual Defendants never disclosed to Venturi that they were the owners and/or operators of DAR.

45. MVS was formed on April 28, 2010, with Stryjak listed as the principal and the corporate address the same as Stryjak's residence. Upon information and belief, Heffelfinger also is an owner and/or operator of MVS. According to corporate records, its purpose is "outside sales." During their employment, the Individual Defendants never disclosed to Venturi that they were the owners and/or operators of MVS.

46. Upon information and belief, these Corporate Defendants compete with Venturi through their agents, Heffelfinger and Stryjak.

47. For example, while they were employed by Venturi, Heffelfinger and Stryjak utilized their customer contacts and relationships, which they developed over years as employees for Venturi, to acquire business for their competing company, Summit. Summit would then sub-contract the work to Venturi at a lower price, with the Individual Defendants determining (on behalf of Venturi and Summit) the price that Venturi would "charge" Summit for the work. Heffelfinger and Stryjak would pocket the difference between what the customer paid for the work, and what they decided to pay Venturi for it on behalf of Summit. These Individual Defendants would set the price and cost on both sides of the transaction, thus unilaterally determining the profits Summit and Venturi would receive. Both Individual Defendants were supposed to be acquiring customers and business exclusively for Venturi.

48. For a period of nearly two years, Venturi acted as a subcontractor for Summit, providing services at costs of approximately \$11,000. Upon information and belief, Summit charged customers substantially more than \$11,000 for the work that Venturi performed. These Individual Defendants unilaterally and secretly kept these additional profits.

49. On other occasions, the Individual Defendants would accept business opportunities and split the work between their own company, Summit, and Venturi. On these occasions, the Individual Defendants would determine how much work to “give” to Venturi and how much to keep for themselves and Summit. This happened as recently as July 2010.

50. Additionally, Heffelfinger and Stryjak would contract on behalf of Venturi for DAR, MVS and Summit to perform sub-contracted work (through the Individual Defendants on both sides of the transaction), often of equipment rental, at a profit to DAR, MVS and Summit. However, all of the work was work that Venturi could have completed without sub-contracting to the Corporate Defendants and without siphoning off revenue and profits from Venturi to DAR, MVS and Summit. In these circumstances, the Individual Defendants again would set the price and cost on either side, thus unilaterally determining the profits each entity (and thus Heffelfinger and Stryjak) would receive.

51. Moreover, because the Individual Defendants were responsible for the equipment as both the renter (on behalf of Venturi) and the lender (on behalf of the Corporate Defendants), it is unclear whether the equipment was ever provided, whether it was ever needed or used, and/or whether the invoices submitted by these Corporate Defendants were merely a sham prepared and submitted by the Individual Defendants on behalf of the Corporate Defendants that was then “approved” by the Individual Defendants in their capacity as Venturi employees. Copies of some of these invoices are attached hereto as Exhibit G.

52. The Individual Defendants also affirmatively yet fraudulently stated that MVS was owned and operated by Heffelfinger’s girlfriend. As such, Venturi paid MVS referral fees for business referred to Venturi by MVS. As it turns out, Heffelfinger is the principal of

MVS and, therefore, was referring business to his own employer, Venturi, and pocketing the referral fees paid by Venturi.

53. Therefore, the Individual Defendants diverted and usurped multiple corporate opportunities in favor of themselves and the Corporate Defendants, and to the detriment of their Venturi.

**G. Heffelfinger And Stryjak Are Terminated From Venturi**

54. After learning of the foregoing unlawful conduct, Venturi terminated Heffelfinger and Stryjak.

55. On August 30, 2010, Regional Manager Everton “Robert” Pendley (“Pendley”) met with Stryjak in his office. When confronted, Stryjak admitted that he had engaged in misconduct and offered to give Venturi “all of the money in his bank account” and “all of his equipment” to avoid legal action. Furthermore, he stated that he would “make payments of any money that he took from Venturi in the past.” Pendley confiscated Stryjak’s cellular phone SIM card, and Stryjak then left.

56. After gaining control of the Individual Defendants’ phone numbers and changing the routing thereto, it was revealed that Stryjak sent a text message to Heffelfinger shortly before his termination, stating: “Is there any way they could track the rental equipment to us...”

57. As soon as Heffelfinger arrived for work that same day at approximately 12:45 p.m., Pendley met with him in his office. Heffelfinger also admitted his involvement with the Corporate Defendants but claimed that he was entitled to make a profit for himself on this work and that he had given a fair share (in his opinion) of the profits to Venturi. Heffelfinger refused to return his cellular phone or SIM card. He requested access to the Venturi desktop

computer in his former office, as well as his personal email on that computer, but that was refused by Pendley. Heffelfinger then left.

58. Both of the Individual Defendants had keys to Venturi's King of Prussia office. Accordingly, later that day, Venturi changed the locks to the outside doors at its office.

59. On August 31, 2010, the next day, Venturi employee Brian Gatlin arrived at work at approximately 6:10 a.m and unlocked the door to the office. Approximately ten minutes later, Heffelfinger, who knew that he was no longer a Venturi employee, entered the now unlocked front door and proceeded to a warehouse area where he previously kept a small office. Heffelfinger reappeared approximately ten minutes later through the same front door, after apparently having left the building from a rear door. Heffelfinger then took Gatlin to the warehouse where he stated that he had a few side businesses, that Venturi had accused him of embezzlement and therefore that he "was never here this morning." Heffelfinger then left the premises.

60. The desktop computer in Heffelfinger's office was in the office at the close of business on August 30, 2010. Shortly after Heffelfinger left the office on August 31, 2010, Venturi discovered that the computer had been stolen. Heffelfinger has since admitted that he stole his former desktop computer, which is Venturi company property. A true and correct copy of his email admitting that he stole the computer is attached hereto as Exhibit H. This desktop computer contained Venturi's confidential and proprietary information, and information Heffelfinger generated on Venturi's behalf during his employment. This computer also had been connected to Venturi's computer network.

61. On August 31, 2010, the day after their employment was terminated, the Individual Defendants contacted the following service technicians of Venturi: Charles Jones,

Anthony Cellasio, John Roth, Michael Hill, and David Taylor. Upon information and belief, these contacts were made with the purpose of soliciting these individuals to terminate their employment with Venturi and/or obtain employment with Defendants.

62. Upon information and belief, Heffelfinger and/or Stryjak also have contacted a specific large customer of Venturi's, as well as a number of other Venturi customers, after their employment was terminated on August 30, 2010. In fact, on September 1, 2010, Venturi employee Chris Wurster received an email notifying him that a Venturi customer was canceling previously scheduled work. A true and correct copy of the Email dated September 1, 2010 is attached hereto as Exhibit I. When Mr. Wurster contacted the customer directly to find out why the work was being cancelled, the customer explained that it was having the work done by Heffelfinger and his girlfriend on behalf of MVS.

63. On September 1, 2010, Venturi Chief Executive Officer Mitch Martin received an extended email from Heffelfinger wherein he admitted the foregoing conduct, attempted to apologize, and offered a variety of excuses for his misdeeds. Heffelfinger admitted that he lied and misled Venturi about his misconduct because he knew that Venturi would have fired him had the company known about it. A true and correct copy of the Email dated September 1, 2010 is attached hereto as Exhibit J.

**COUNT I**  
**BREACH OF CONTRACT**  
**(Against Heffelfinger and Stryjak)**

64. Paragraphs 1 through 63 are incorporated by reference as if fully set forth herein.

65. As outlined above, the Individual Defendants executed binding non-competition, nondisclosure and non-solicitation agreements with Venturi that applied both during employment and thereafter.

66. The Individual Defendants, through their actions as set forth herein, breached those contracts in several material respects, including, but not limited to, by disclosing confidential information to the Corporate Defendants and using such information for their own personal benefit; competing with Venturi both during and post-employment; and soliciting customers and employees of Venturi both during and post-employment.

67. As a direct and proximate result of the Individual Defendants' breach, Venturi has suffered substantial damages.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY**  
**(Against Heffelfinger and Stryjak)**

68. Paragraphs 1 through 67 are incorporated by reference as if set forth fully herein.

69. At all times prior to their terminations, the Individual Defendants were employees and agents of Venturi.

70. As agents of Venturi, the Individual Defendants owed Venturi a fiduciary duty.



71. During their employment, the Individual Defendants, through their actions as set forth herein, intentionally and willfully violated their fiduciary duties to Venturi by taking actions against Venturi's interest while employed by Venturi, including, but not limited to, by diverting and usurping corporate opportunities in favor of themselves and the Corporate Defendants.

72. During their employment, the Individual Defendants engaged in self-dealing, misrepresentations, fraud, and conspiracy, and competed with Venturi, and solicited Venturi customers, for their own personal benefit.

73. During their employment, the Individual Defendants also failed to disclose their relationship with the Corporate Defendants and their self-interest in entering into contracts with the Corporate Defendants on behalf of Venturi.

74. As a direct and proximate result of the Individual Defendants' acts and omissions, Venturi has suffered substantial damages and Defendants unlawfully profited.

75. The Individual Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT III**  
**BREACH OF DUTY OF LOYALTY**  
**(Against Heffelfinger and Stryjak)**

76. Paragraphs 1 through 75 are incorporated by reference as if set forth fully herein.

77. At all times prior to their terminations, the Individual Defendants were employees and agents of Venturi.

78. As agents of Venturi, the Individual Defendants owed Venturi a duty of loyalty.

79. During their employment, the Individual Defendants, through their actions as set forth herein, intentionally and willfully violated their duties of loyalty to Venturi by taking actions contrary to Venturi's interest while employed by Venturi, including, but not limited to, diverting and usurping corporate opportunities in favor of themselves and the Corporate Defendants.

80. During their employment, the Individual Defendants engaged in self-dealing, misrepresentations, fraud, and conspiracy, and competed with Venturi, and solicited Venturi customers, for their own personal benefit.

81. As a direct and proximate result of the Individual Defendants' acts and omissions, Venturi has suffered substantial damages and Defendants unlawfully profited.

82. The Individual Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT IV**  
**FRAUD / MISREPRESENTATION / FAILURE TO DISCLOSE**  
**(Against All Defendants)**

83. Paragraphs 1 through 82 are incorporated by reference as if set forth fully herein.

84. The Individual Defendants materially misrepresented and/or failed to disclose their involvement in the Corporate Defendants to Venturi.

85. All Defendants submitted false and materially misleading invoices and/or bills to Venturi. These invoices and/or bills were misleading in that they (1) were for services and/or products that were not needed and/or were not provided, (2) gave the appearance of reflecting arms-length pricing and terms when they were not, (3) failed to disclose that the Individual Defendants were establishing the terms for the invoices for their own personal benefit

to the detriment of Venturi. The specifics of this fraud can be determined by reference to the attached invoices.

86. The Individual Defendants also made material misrepresentations in approving (purportedly on behalf of Venturi) invoices that they submitted and prepared on behalf of themselves and the Corporate Defendants, and in approving invoices submitted by Venturi to Summit knowing that Summit was charging more for the work to the customer than Venturi was being paid for it.

87. Venturi relied upon these misrepresentations to conduct business with the Corporate Defendants to their financial detriment, as well as to continue to employ the Individual Defendants at Venturi during the course of their unlawful conduct.

88. As a direct and proximate result of the Defendants' acts and omissions, Venturi has suffered substantial damages and Defendants unlawfully profited.

89. The Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT V**  
**MISAPPROPRIATION OF TRADE SECRETS – 12 Pa.C.S.A. §5302**  
**(Against All Defendants)**

90. Paragraphs 1 through 89 are incorporated by reference as if fully set forth herein.

91. Defendants have misappropriated Venturi's trade secrets and confidential information without the express or implied consent of Venturi.

92. Upon information and belief, the Individual Defendants, while employees of Venturi, accessed and downloaded from their work computers information to be used for the benefit of Defendants. These files contained trade secrets and confidential information,

including, but not limited to, information pertaining to Venturi's customers and individual customer contacts, pricing structure, itemized pricing for individual services, business and marketing plans and strategies, proposed services and products, and methods of cleaning, drying, and restoring carpets.

93. Upon information and belief, after being terminated, Heffelfinger stole his former desktop computer, which is Venturi company property, and which contains trade secrets and confidential information, including, but not limited to, information pertaining to Venturi's customers and individual customer contacts, pricing structure, itemized pricing for individual services, business and marketing plans and strategies, proposed services and products, and methods of cleaning, drying, and restoring carpets.

94. The Individual Defendants also have knowledge of competitive pricing information and other trade secrets and confidential information that they have used or disclosed, or will inevitably be used or disclosed, in performing their duties for the Corporate Defendants.

95. Venturi has expended substantial resources in developing its trade secrets and confidential information for its exclusive benefit. Venturi's trade secrets and confidential information derive economic value from the fact that they are neither generally known nor readily ascertainable by proper means by any third parties.

96. Venturi does not disclose its trade secrets or confidential information to its competitors and has made reasonable efforts to protect their confidentiality.

97. Venturi communicated its trade secrets and confidential information to the Individual Defendants in confidence and the Individual Defendants knew that Venturi intended for its trade secrets to remain confidential.

98. The Corporate Defendants knew that the Individual Defendants were not authorized by Venturi to access and download the trade secrets and confidential information for the benefit of the Corporate Defendants.

99. Defendants have used Venturi's trade secrets and confidential information to defraud Venturi and unfairly compete with Venturi, and are continuing to do so.

100. As a direct and proximate result of Defendants' misappropriation of trade secrets, Venturi has suffered, and will continue to suffer, irreparable harm.

101. As a direct and proximate result of Defendants' misappropriation of trade secrets, Venturi has suffered substantial damages, the precise amount of which will be determined at trial.

102. Defendants' conduct has been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT VI**  
**COMPUTER FRAUD AND ABUSE ACT – 18 U.S.C. § 1030**  
**(Against All Defendants)**

103. Paragraphs 1 through 102 are incorporated by reference as if set forth fully herein.

104. The Individual Defendants knowingly and with intent to defraud, accessed Venturi's protected computer network and files maintained on their Venturi computers – and by means of such conduct, defrauded Venturi and obtained for themselves information of substantial value – including trade secrets and confidential information. At the time that the Individual Defendants accessed and downloaded Venturi's documents and information, they had begun competing against Venturi and using the Company's documents and information for their

own benefit. The Individual Defendants never disclosed to Venturi that they intended to compete against the Company.

105. Venturi's policies clearly state that employees are only authorized to use Company's documents and information for the benefit of the Company, and that trade secrets and confidential information are not permitted to be shared with outside parties.

106. Venturi spent a substantial sum of money for an outside vendor to set up a system network for its employees to use at the King of Prussia office. Nevertheless, Heffelfinger manipulated the system so that all of his work-related electronic information, including Venturi documents and emails, would be saved locally on the computer hard-drive and not on that system. Therefore, his local hard drive essentially became the system network. Because he manipulated the computer system, and now has stolen his former computer, he has eliminated any possibility of Venturi accessing the important files contained therein, which has caused it to suffer significant harm and incur losses.

107. Upon information and belief, Heffelfinger stole his former desktop computer, which is Venturi company property, with the purpose and intent of continuing his fraud and unauthorized access to Venturi's trade secrets and confidential and proprietary information.

108. Venturi has incurred substantial costs in excess of \$5,000 due to the conduct of the Individual Defendants.

109. Venturi also has been damaged in excess of \$5,000 through Defendants' unauthorized use and disclosure of the information contained on its computers and computer systems.

110. As a direct and proximate result of this unauthorized copying, diverting, misappropriating, using and/or gaining access to Venturi's computer equipment, documents and information, including trade secrets and confidential information, through the fraudulent and unauthorized use of protected computers, and by causing losses to Venturi in excess of \$5,000.00, Defendants have violated the Computer Fraud and Abuse Act and harmed the Company.

111. As a direct and proximate result of Defendants' violation of the Computer Fraud and Abuse Act and continued unlawful use of the documents and information taken from the Company, Venturi will continue to suffer irreparable harm.

112. Defendants' actions have been willful, malicious and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT VII**  
**CONVERSION/THEFT/EMBEZZLEMENT**  
**(Against All Defendants)**

113. Paragraphs 1 through 112 are incorporated by reference as if set forth fully herein.

114. At all times, Venturi retained all right, title, and interest in the company property taken by Heffelfinger, including the company cellular phone and desktop computer.

115. At all times, Venturi retained all right, title, and interest in the trade secrets and other information taken by Defendants.

116. Defendants knowingly, dishonestly, and intentionally took and retained Venturi's trade secrets and other information without authorization.

117. Upon information and belief, Heffelfinger stole his former desktop computer, which is Venturi company property, and the information contained therein.

118. Heffelfinger also has refused to turn over his cell phone and the information contained therein. Upon information and belief, his cell phone contains contact information for Venturi customers as well as text messages and other communications about Venturi business.

119. Defendants' acts constitute a knowing, unlawful and intentional conversion of trade secrets and information for Defendants' economic benefit and to the economic detriment of Venturi.

120. Defendants have refused Venturi's demands to return the trade secrets and other Venturi property that the Individual Defendants illegitimately accessed from their work computers or otherwise took.

121. As a direct and proximate result of this conversion, Venturi has suffered substantial damages.

122. Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT VIII**  
**UNJUST ENRICHMENT**  
**(Against All Defendants)**

123. Paragraphs 1 through 122 are incorporated by reference as if set forth fully herein.

124. Through their fraudulent conduct, theft, breach of their fiduciary duties and duties of loyalty, unfair competition, and misappropriation of trade secrets and confidential information, Defendants received a benefit from Venturi, including, but not limited to, business opportunities and corresponding monies to which Defendants were not entitled, and the Venturi property to which they were not otherwise entitled.



125. Defendants have improperly, and without consent by Venturi, retained these monies and Venturi property.

126. Defendants had, and have, no legitimate entitlement to these monies and Venturi property.

127. Upon information and belief, Defendants have continued to use the ill-gotten property for their own benefit.

128. Defendants have refused Venturi's demands to return the trade secrets, confidential information, and other Venturi property that the Individual Defendants illegitimately accessed from their work computers or otherwise took.

129. The taking and retention of this benefit is both inequitable and unjust.

130. As a direct and proximate result of Defendants' unjust enrichment, Venturi has suffered substantial damages.

131. Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT IX**  
**UNFAIR COMPETITION**  
**(Against All Defendants)**

132. Paragraphs 1 through 131 are incorporated by reference as if set forth fully herein.

133. By virtue of the acts described above, Defendants have committed fraud and theft, misappropriated trade secrets and confidential information of Venturi, and have employed unfair and deceptive practices intended to interfere with Venturi's ability to fairly compete with Defendants.

134. Defendants have committed these acts maliciously and for the sole purpose of inflicting harm on Venturi or to benefit themselves at the expense of Venturi.

135. As a direct and proximate result of Defendants' unfair competition, Venturi has suffered substantial damages.

136. Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT X**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**  
**(Against All Defendants)**

137. Paragraphs 1 through 136 are incorporated by reference as if set forth fully herein.

138. As described above, the Individual Defendants breached their contracts, as well as their fiduciary duties and duties of loyalty to Venturi, by diverting and usurping business opportunities in favor of the Corporate Defendants.

139. Additionally, as described above, Venturi has developed valuable trade secrets and confidential information, and the information provides Venturi with an advantage over its competitors. Venturi had a reasonable expectation of economic advantage that has been lost as a result of Defendants' improper and malicious interference through their misappropriation of Venturi's trade secrets and confidential information and deletion of other information.

140. As a direct and proximate result of Defendants' interference, Venturi has suffered substantial damages.

141. Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT XI**  
**CIVIL CONSPIRACY**  
**(Against All Defendants)**

142. Paragraphs 1 through 141 are incorporated by reference as if set forth fully herein.

143. Upon information and belief, the Defendants agreed, combined and acted with a common plan and purpose to defraud and embezzle money from Venturi, and misappropriate Venturi's trade secrets and other property, by engaging in the unlawful acts described above.

144. Upon information and belief, the Defendants agreed, combined and acted with a common plan to breach the Individual Defendants' fiduciary and other common-law duties owed to Venturi by engaging in the unlawful acts described above.

145. Upon information and belief, the Defendants committed overt acts, as described above, including, but not limited to, defrauding and embezzling thousands of dollars from Venturi, as well as the unauthorized taking of trade secrets and confidential information, and competing against Venturi while the Individual Defendants were still employees, in pursuance of the common purpose described above.

146. As a direct and proximate result of the acts done in furtherance of the conspiracy, Venturi has been damaged, including damages to Venturi's overall business. Venturi has suffered, and will continue to suffer, these injuries.

147. As a direct and proximate result of the Defendants' conspiracy, Venturi has suffered substantial damages.

148. The Defendants' actions have been willful and outrageous and undertaken with reckless indifference to the rights of Venturi.

**COUNT XII**  
**CIVIL RICO – 18 U.S.C. §1962(c)**  
**(Against Heffelfinger and Stryjak)**

149. Paragraphs 1 through 148 are incorporated by reference as if set forth fully herein.

150. The Corporate Defendants constitute enterprises engaged in and whose activities affect interstate commerce. The Individual Defendants were agents of, employed by or associated with the Corporate Defendants.

151. The Individual Defendants violated 18 U.S.C. § 1962(c) by conducting or participating in the conduct of the Corporate Defendants through a pattern of racketeering activity for the unlawful purpose of intentionally defrauding Venturi.

152. Pursuant to and in furtherance of their fraudulent scheme, the Individual Defendants committed multiple acts of mail and wire fraud that constitute predicate acts under RICO. For example, the Individual Defendants sent or caused the Corporate Defendants to send numerous invoices to Venturi through the United States Mail in furtherance of their fraud, including, but not limited to, invoices from Summit to Venturi on or about December 19, 2008; DAR to Venturi on or about August 10, 2010; and MVS to Venturi on or about July 12, 2010. *See Exhibit G.*

153. Upon information and belief, the Individual Defendants sent or caused the Corporate Defendants to send these invoices with the specific intent to defraud Venturi.

154. The acts set forth above constitute a pattern of racketeering activity pursuant to 18 U.S.C. §1961(5).

155. As a direct and proximate result of the Individual Defendants' racketeering activities and violations of 18 U.S.C. §1962(c), Venturi has been damaged,

including the loss of corporate opportunities for profit and the usurpation of those opportunities and the attendant profits by the Individual Defendants. Venturi has suffered, and will continue to suffer, these injuries.

**JURY DEMAND**

Venturi demands a trial by jury as to all claims that may be tried to a jury.

**PRAYER FOR RELIEF**

WHEREFORE, Venturi requests the following relief:

- (a) Defendants be enjoined, preliminarily until hearing, and thereafter permanently, from using or retaining any of Venturi's trade secrets or confidential information;
- (b) Defendants be enjoined, preliminarily until hearing, and thereafter permanently from breaching the obligations in the non-competition, nondisclosure and non-solicitation agreements;
- (c) Defendants be directed to immediately return to Venturi all company property, as well as all copies of the Company's documents, electronic files, and information;
- (d) Defendants be ordered to promptly produce copies of all such Company documents, electronic files, and information during the expedited discovery process related to Plaintiff's Motion for Temporary Restraining Order, Preliminary Injunction, and Other Relief;
- (e) The Individual Defendants be precluded from competing with Venturi, disclosing Venturi's information, or soliciting Venturi's customers or employees, as prescribed by their non-competition, nondisclosure, and non-solicitation agreements;
- (f) Venturi be awarded actual, compensatory, and punitive damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and costs;

(g) The Individual Defendants be required to disgorge their wages, including bonuses, that they received from Venturi while engaging in some or all of the above-stated activity;

(h) Defendants be required to disgorge to Venturi any revenues, income or profits earned by any of them from the above-mentioned activity;

(i) All Defendants be jointly and severally liable to Venturi; and

(j) Venturi be awarded such other and further necessary and proper relief as the Court may deem just and proper.

Dated: September 1, 2010

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Jeremy P. Blumenfeld

Jeremy P. Blumenfeld

Sean W. Sloan

Christopher D. Havener

1701 Market Street

Philadelphia, PA 19103

215-963-5000

jblumenfeld@morganlewis.com

ssloan@morganlewis.com

chavener@morganlewis.com

*Counsel for Plaintiff,*

*Venturi Technologies, Inc.*