

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MEDCOR, INC., an Illinois Corporation;)

Plaintiff,)

v.)

Civil Action No.: 1:21-cv-_____

CHRISTOPHER GARCIA, a California)

resident; **AMANDA BROWN**, a Texas)

resident; **DR. RAVI PATEL**, a Florida)

resident; and **MEDWAY HEALTH, INC.**,)

a California Corporation;)

Defendants.)

JURY TRIAL DEMANDED

VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff MEDCOR, Inc., (“Medcor”), for its Verified Complaint for Injunctive and Other Relief against Defendants CHRISTOPHER GARCIA (“Garcia”), AMANDA BROWN (“Brown”), DR. RAVI PATEL (“Patel”) (Garcia, Brown, and Patel collectively referred to as the “Individual Defendants”), and MEDWAY HEALTH, INC. (“Medway”) (the Individual Defendants and Medway collectively referred to as the “Defendants”), by its undersigned attorneys, alleges and states as follows:

NATURE OF THE ACTION

1. This is an action for injunctive relief and damages arising out of: (a) breaches of various contractual agreements the Individual Defendants had with Medcor, including, without limitation, violations of non-solicitation and non-compete provisions; (b) tortious interference with various Medcor contracts by Defendant Medway and Defendant Garcia; (c) Defendants’ intentional interference with prospective economic advantage of Medcor; (d) fraud in the

inducement or negligent inducement by Defendant Garcia; (e) violation of the Illinois Uniform Deceptive Trade Practices Act by Defendant Medway and Defendant Garcia; (f); the theft and misappropriation of trade secrets and deceptive business practices by each and all of the Defendants against the interests of Medcor; (g) civil conspiracy by the Defendants to commit the aforementioned wrongful acts of trade secret misappropriation; (h) Defendant Garcia and Defendant Medway passing off Medcor's business experiences as those of Defendant Medway; (i) federal and common law trademark infringement and unfair competition by Defendant Medway and Defendant Garcia; and (j) Defendant Garcia and Defendant Brown's breach of their duty of loyalty owed to Medcor. Specifically, Medcor seeks to enjoin Defendants' unauthorized use and disclosure of Medcor's trade secrets and its confidential and proprietary information, and to enjoin the Defendants from improperly soliciting Medcor's clients and competing against Medcor by using Medcor trade secrets and by passing off Medcor's services as those of Defendant Medway. Medcor also seeks damages it has suffered because of Defendants' actions.

2. Medcor provides on-site workplace healthcare services to clients across the United States and in Canada to improve healthcare outcomes and access to medical care while reducing costs. Medcor uses highly trained professional staff, evidence-based medicine, proprietary protocols, and state-of-the-art systems to achieve sustained, positive results. A large component of Medcor's business is COVID-19 related health security screening, testing, and worksite COVID-19 exposure management services (collectively referred to as "COVID Services") offered to longstanding clients in the entertainment and sports industries who have been Medcor clients for decades.

3. Defendant Medway was formed and is being run by Defendant Garcia and Defendant Patel. Defendant Garcia is a former Medcor employee, and Defendant Patel is a

physician contractor who worked for both Medcor and Defendant Medway, but whose loyalties fell to Defendant Garcia and Defendant Medway. Defendant Garcia and Defendant Patel have used confidential trade secret information from Medcor to offer and to provide services to clients of Medcor through Defendant Medway.

4. Medcor terminated Defendant Garcia's employment in December 2020. While Medcor and Defendant Garcia were negotiating his employment severance terms in December 2020, Defendant Garcia established competitor Defendant Medway, intentionally selecting and using a name and trademark that is confusingly similar to Medcor. The name and mark MEDWAY was chosen with the purpose of causing confusion in the marketplace, and this confusion has been encouraged by Defendant Medway's and Defendant Garcia's passing off of Medcor's COVID Services provided to the entertainment and sports industries in 2020 as services provided by Defendant Medway.

5. Before and after Defendant Garcia's termination from Medcor, Defendant Garcia conspired with Defendant Brown, a Medcor employee at the time, and Defendant Patel, a physician under contract to provide services for Medcor, to steal Medcor's trade secrets and confidential and proprietary information, thereby allowing Defendant Medway to unfairly compete with Medcor. Defendant Brown and Defendant Patel provided Defendant Garcia and Defendant Medway with Medcor trade secrets and proprietary information that allowed Defendant Medway to solicit clients and steal business opportunities from Medcor. Defendant Garcia also engaged in efforts to market his services in competition with Medcor. In doing so, Defendant Garcia violated the terms of his employment agreement with Medcor. Defendant Garcia further passed off Medcor's services as his own and Defendant Medway's services, and

used marketing materials bearing a trademark that is confusingly similar to Medcor's registered trademark.

6. Defendants have solicited and stolen longstanding Medcor clients through improper means described herein.

7. Given Defendant Medway and Defendant Garcia's infringement of Medcor's trademark rights, deceptive business practices, and theft of Medcor's intellectual property, Medcor's business is substantially threatened and is suffering irreparable harm.

8. Before Medcor's customer relationships and confidential and trade secret information are further eroded, Medcor seeks injunctive relief to protect the intrinsic value of its customer relationships, trade secrets, proprietary and confidential information, trademarks, and goodwill.

9. Medcor respectfully requests this Court to enjoin the Defendants from the following: (a) from using or disclosing any of Medcor's confidential, proprietary, and/or trade secret information, or aiding, assisting, or abetting to any of these acts, and further violating their non-solicitation and non-competition, among other, contractual obligations; (b) from engaging in or participating in any employment or activity designed to divert Medcor's clients or potential clients; (c) from inducing the mistaken belief that Defendant Medway's goods and services are affiliated with Medcor and Medcor's goodwill and reputation; (d) unfairly competing with Medcor by using trademarks and trade names confusingly similar to Medcor's; (e) retaining any inventory of documents or materials that infringes Medcor's rights (by the return or destruction thereof); (f) using their similar domain name; (g) other acts the Court so deems appropriate.

10. Medcor also seeks actual, incidental, compensatory, consequential, and punitive damages because of Defendants' actions and Medcor's efforts to recover, preserve, and protect

its trade secrets, confidential and proprietary information, trademark rights, and long-standing customer relationships.

JURISDICTION AND VENUE

11. This Court, in the Northern District of Illinois (“District”), has subject matter jurisdiction over the claims arising under the federal Defend Trade Secrets Act, 18 U.S.C. § 1831, *et seq.*, and the Lanham Act, 15 U.S.C. § 1051, *et seq.*, pursuant to 28 U.S.C. § 1331. This Court has supplemental jurisdiction over all other claims alleged in this Complaint pursuant to 28 U.S.C. § 1367.

12. This Court has personal jurisdiction over Defendant Garcia, because he has conducted business in the State of Illinois and committed tortious acts within the State, pursuant to 735 ILCS 5/2-209(a)(1)–(2). In particular, as an employee of Medcor, Defendant Garcia routinely communicated with his supervisor, who works out of Medcor’s corporate headquarters in Illinois. Defendant Garcia consented to Illinois jurisdiction, specifically the Northern District of Illinois, in his employment agreement with Medcor in the event of a legal dispute. Further, Defendant Garcia misappropriated and continues to misappropriate trade secrets that are owned by Medcor and housed electronically in this District.

13. This Court has personal jurisdiction over Defendant Brown, because she has conducted business in the State of Illinois and committed tortious acts within this State, pursuant to 735 ILCS 5/2-209(a)(1)–(2). In particular, as an employee of Medcor, Defendant Brown routinely communicated with her supervisor, who works out of Medcor’s corporate headquarters in Illinois. Defendant Brown consented to Illinois jurisdiction, specifically the Northern District of Illinois, in her employment agreement with Medcor in the event of a legal dispute. Further,

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