

Plaintiff Belimed, Inc. (“Belimed”), by and through its undersigned counsel, hereby brings the following Verified Complaint for preliminary and permanent injunctive relief, monetary damages, and other relief against its former employee, defendant Jeffrey Bleecker, for his violation of his Non-Disclosure, Non-Solicitation, and Non-Competition Agreement (the “Agreement”) with Belimed. In this case, Defendant Bleecker expressly agreed that because he was privy to Belimed’s confidential and proprietary trade secret and business information that he would not work for Belimed’s direct competitor Getinge Corporation (“Getinge”) for one year following his departure from Belimed. Bleecker left Belimed at the end of 2021 and informed Belimed that he would be returning to his own general contracting business. Belimed, however, learned very recently that Bleecker has gone to work in a similar role at Getinge in direct violation of his agreement not to do exactly that. Bleecker also retained Belimed’s documents – including a screenshot of an internal presentation on new Belimed technology – upon his departure from Belimed, creating a clear and imminent threat that Bleecker will share Belimed’s trade secrets and confidential or otherwise proprietary information in connection with his position at Getinge. Even putting aside Bleecker’s actual misappropriation of Belimed’s trade

secrets, the similarity between his role at Belimed and his role at Getinge will inevitably result in Bleecker disclosing and using Belimed's proprietary information to perform his role at Getinge. Bleecker also takes with him the customer goodwill that he built at Belimed. If Bleecker is allowed to continue working for Getinge before the expiration of his non-compete period, or if Belimed's confidential information is obtained and used by Getinge, Belimed will lose its competitive advantage over Getinge and the customer goodwill it has invested time and resources to achieve. Because Belimed faces immediate and irreparable harm as a result, Belimed brings this civil action and Belimed alleges as follows:

INTRODUCTION

1. Bleecker was employed by Belimed from May 4, 2015 to December 31, 2021. Prior to his departure from Belimed, Bleecker was a Senior Planning and Design Manager for Belimed in their West region. In this role, Bleecker was privy to and worked regularly with Belimed's trade secrets and confidential information, including pricing structure and strategy, proprietary tools and software, research and development pipelines and initiatives, and current and potential customers. Bleecker's position also gave him access to highly confidential information about Belimed's business strategies that would be valuable to any of Belimed's competitors.

2. Knowing he would be given access to Belimed's inside confidential information, Bleecker signed the Agreement at the outset of his employment and as a condition of his at-will employment. A true and accurate copy of the Agreement is attached hereto as Exhibit A. The Agreement includes necessary and reasonable restrictive covenants. By signing the Agreement, Bleecker expressly agreed not to work for two named Belimed competitors, Getinge and Steris Corporation, for a period of one year following his departure from Belimed. Ex. A, ¶3. Bleecker also agreed not to disclose any trade secrets or confidential information, *id.* ¶1, or to solicit any

employee to leave Belimed, *id.* ¶2. Bleecker expressly agreed in the Agreement that the restrictive covenants contained in the Agreement would not prevent him from earning a living, that the limited restrictions in the Agreement were “reasonable and necessary to protect [Belimed’s] legitimate business interests” and that any breach of the Agreement would cause Belimed irreparable harm and that Belimed would be entitled to obtain temporary and permanent injunctive relief against any breach of the Agreement. *Id.* ¶¶1(e), 4, 5, 8.

3. Bleecker ended his employment with Belimed on December 31, 2021. Bleecker represented to Belimed at that time that he was returning to the role of entrepreneur and would be building his general contractor business, a statement at odds with his downloading of confidential information prior to his departure and quick transition to Getinge.

4. On or around February 2022, less than three months after his departure from Belimed, Bleecker began working as a Healthcare Planning and Design Manager for Getinge. *See Exhibit B*, Declaration of Ross Polston (“Polston Decl.”), ¶23; Ex. 1. As of the date hereof, Bleecker is in the process of onboarding at Getinge and most likely has not had the opportunity to fully disclose the Belimed confidential information he has or make use of Belimed’s goodwill.

5. Bleecker announced in February 2022 via LinkedIn that he will hold a similar position at Getinge as he did at Belimed. Polston Decl. ¶¶23–25, Ex. 1. As such, Bleecker’s work for Getinge will necessarily encompass the work he performed for Belimed. At Getinge, Bleecker will directly employ Belimed’s confidential and proprietary information. He will also use Belimed’s goodwill and make use of the contacts Belimed introduced him to in the form of the same customers, architects, and general contractors he worked with at Belimed. Therefore, it will not be possible for Bleecker to perform his new role without utilizing his copious knowledge of Belimed’s confidential information and without misappropriating Belimed’s goodwill.

6. Belimed brings this action to enjoin Bleecker's violation of the Agreement by preventing him from working for Getinge.

7. Belimed will be directly and immediately irreparably harmed if Bleecker is allowed to continue working for Getinge. Getinge will gain an unfair advantage in the industry that will have immediate impact on Belimed. Indeed, Getinge currently is involved as a competitor in at least two of Belimed's ongoing business opportunities. For these reasons, Belimed seeks to enforce the Agreement and seeks preliminary and permanent injunctive relief, as well as damages, from this Court.

PARTIES

8. Plaintiff Belimed is a corporation duly organized and existing under the laws of Florida with its U.S. headquarters located in South Carolina at 8351 Palmetto Commerce Parkway, Suite 101, Ladson, South Carolina, 29456. Belimed has a registered agent in South Carolina.

9. Defendant Jeffrey Bleecker is an individual residing at 9307 W. Country Club Trail, Peoria, Arizona, 85383. Bleecker was employed by Belimed as a Senior Planning and Design Manager (formerly known as a Project Planning Engineer) in the West region from May 4, 2015 until December 2021.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over Bleecker because this action arises out of Bleecker's specific contacts with the state of South Carolina. Bleecker was employed by Belimed, whose U.S. headquarters are in Ladson, South Carolina. Bleecker was recruited by Belimed employees based in South Carolina, interviewed for his position with Belimed in person in South Carolina, and regularly communicated with Belimed employees based in the South

Carolina headquarters, including two of his direct supervisors. Bleecker regularly submitted expense reports to the finance group located in the South Carolina headquarters for approval, and his paycheck issued from the South Carolina headquarters. In the course of nearly seven years working for Belimed, Bleecker traveled to South Carolina regularly for meetings, trainings, and other work activities. Bleecker also attended virtual trainings and meetings led by Belimed employees in South Carolina.

11. As an additional South Carolina contact, Bleecker agreed in the Agreement that the Agreement would be governed by South Carolina law. Ex. A, ¶8. This action arises out of Bleecker's breach of the Agreement.

12. This Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1332 because there is complete diversity between Plaintiff and Defendant, and Belimed has been and will continue to be injured in an amount exceeding \$75,000, to be proved at trial.

13. Venue in this Court is proper under 28 U.S.C. § 1391(b).

FACTS

Belimed's Business

14. Belimed is a leading supplier of medical and surgical instrument sterilization, disinfection, and cleaning products and services to health systems, hospitals, ambulatory surgical centers (ASCs), other facilities that have functioning operating rooms, and group purchasing organizations that serve these entities throughout the United States and worldwide. Belimed provides a complete spectrum of sterile workflow solutions including planning and design, market-leading equipment, consumables, servicing, data connectivity, education and training. Sterile workflows are the intentional path created between operating rooms and sterile areas to ensure that operating room instruments remain sterile.

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