

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

NATURAL CHEMISTRY L.P.

Plaintiff,

Case No. 6:13-CV- 1607 -ORL- 28KRS

v.

ORENDA TECHNOLOGIES, INC.;
NATURAL POOL PRODUCTS, INC.;
and HAROLD EVANS,

Defendants.

**COMPLAINT FOR DAMAGES AND INJUNCTIVE
RELIEF, AND DEMAND FOR JURY TRIAL**

Plaintiff, Natural Chemistry L.P. ("Natural Chemistry"), hereby sues Defendants, Orenda Technologies, Inc. ("Orenda"), Natural Pool Products, Inc. ("NPP") and Harold Evans ("Evans") (collectively, "Defendants"), and for its causes of action states as follows:

NATURE AND BASIS OF ACTION

1. This is an action for patent infringement in violation of 35 U.S.C. § 271 *et seq.* against Defendants for their offering for sale products that infringe upon Natural Chemistry's patent described herein. As a result of this conduct, Orenda has separately breached a written settlement agreement entered into between Natural Chemistry and Orenda in a prior action for patent infringement, which was

litigated before this Court.¹ In addition, Natural Chemistry seeks an award of damages against Defendants' resulting from their wrongful interference with Natural Chemistry's customers and prospective customers; defamatory statements about Natural Chemistry and its products; unfair and deceptive trade practices; and misleading advertising.

2. Natural Chemistry is the owner of a patented methods and composition useful for removing phosphates from swimming pools, spas, and similar recreational water facilities. Orenda and NPP are direct competitors of Natural Chemistry. Orenda and NPP, along with their agent and representative Evans, misappropriated without authorization from Natural Chemistry, technology and methods disclosed in and covered by Natural Chemistry's patent in order to create a product that competes directly with Natural Chemistry's products.

3. In April 2009, Natural Chemistry commenced an action in this Court against Orenda and its then-president for patent infringement and other relief. This action was settled pursuant to a Confidential Settlement Agreement dated September 3, 2009 by and under which Orenda agreed, among other things, that it and its officers, directors, *etc.* shall cease and desist sale of infringing products, and shall not disparage or defame Natural Chemistry or its business, or tortiously interfere with Natural Chemistry's business relations. In violation of this settlement, Orenda has taken up another campaign to sell infringing products and inducing others to use infringing products, and as part of their unlawful campaign, they have

¹ See Case No.: 6:09-CV-743-ORL-31GJK.

been disparaging and defaming Natural Chemistry and its products throughout the industry and to its customers.

PARTIES, JURISDICTION AND VENUE

4. Plaintiff Natural Chemistry is a limited partnership organized under the laws of the State of Delaware having its principal place of business at 40 Richards Avenue, Norwalk, Connecticut 06854. The general partner of Natural Chemistry is a limited liability company organized under the laws of Connecticut and its sole member is a resident of the state of Connecticut. None of the limited partners or general partners of Natural Chemistry or members of its general partner are citizens of Florida.

5. Upon information and belief, Defendant Orenda is an Arizona corporation having its principal place of business at 2600 East Hemberg, Drive, Flagstaff, Arizona 86004. Orenda is in the business of, among other things, providing water treatment chemicals and processes for pools, spas, and other recreational water uses. Orenda sells its products at retail outlets throughout the Middle District of Florida and the State of Florida, including retail outlets located in Orlando, Maitland, Altamonte Springs, Oviedo, Kissimmee, Brandon and Tampa.

6. Upon information and belief, Defendant NPP is a Texas corporation having its principal place of business at 2917 Dog Leg Trail, McKinney, Texas 75069. NPP is in the business of, among other things, providing water treatment chemicals and processes for pools, spas, and other recreational water uses. NPP sells its products throughout the Middle District of Florida and the State of Florida.

Upon information and belief, NPP is an affiliate, shareholder, subsidiary, agent or representative of Orenda.

7. Upon information and belief, Defendant Evans is the president of Orenda and an officer, director or manager of NPP. Upon information and belief, Mr. Evans is a citizen of Texas residing at 760 River Oaks Drive, McKinney, Texas 75069. At all material times, Evans was acting within the course and scope of his employment with NPP and as NPP's authorized agent.

8. The Court has subject matter jurisdiction over this case and controversy pursuant to 28 U.S.C. §§ 1331 and 1338(a) because Natural Chemistry's Complaint asserts a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. Furthermore, the Court has supplemental jurisdiction over Natural Chemistry's state law claims pursuant to 28 U.S.C. § 1367.

9. This Court also has subject matter jurisdiction over this case and controversy pursuant to 28 U.S.C. § 1332(a) because this action involves citizens of different States and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

10. This Court has personal jurisdiction over the Defendants pursuant to Fla. Stat. §§ 48.193(1)(b), 48.193(1)(f), and 48.193(2); the Due Process Clause of the United States Constitution; and the terms of the parties' Confidential Settlement Agreement, further referenced below.

11. Venue properly lays in the Middle District of Florida pursuant to 28 U.S.C. §§ 1391(a) and (c) and 1400(b) because a substantial part of the events giving rise to Natural Chemistry's claims occurred in this District, and the Defendants are subject to personal jurisdiction in this District.

FACTUAL BACKGROUND

A. The '800 Patent

12. Natural Chemistry is a company engaged in the business of, among other things, providing environmentally and earth-friendly natural enzyme and phosphate removal products for use in pools and spas. By removing phosphates from pool water, Natural Chemistry's patented products and processes help minimize the growth of algae and other unicellular organisms in such facilities. Growth of these life forms in pool water renders pools and spas unsightly, often generates unpleasant odor and may lead to skin irritations. Moreover, the presence of such plant life in a pool or other water facility may provide a gateway for growth of other organisms, some of which could be harmful to users of the pool or water facility.

13. Through its extensive and ongoing research programs, Natural Chemistry has developed revolutionary products and methods for providing clear, near optimal, pool and spa water. Collectively, these products and methods have been marketed and sold for the last ten (10) plus years under the trade name "PHOSfree[®]." PHOSfree allows for the use of fewer harsh chemicals and reduces pool and spa maintenance by up to 50% in terms of labor and materials. PHOSfree

is the benchmark for the pool and spa industry, as evidenced by its continual increase in sales and its generation of millions of dollars in revenue throughout the United States and Canada. Natural Chemistry has duly protected PHOSfree by obtaining several registered patents and trademarks.

14. Natural Chemistry owns United States Patent No. 6,338,800 entitled "Methods and Composition Using Lanthanum For Removing Phosphates From Water," issued January 15, 2002 and expiring February 22, 2020 ("the '800 Patent"), which claims methods and compositions using lanthanum sulfate or lanthanide compounds for removing phosphates from water in swimming pools, spas, and similar structures. A true and correct copy of the '800 Patent is attached hereto as **Exhibit A** and incorporated herein by reference. Natural Chemistry has standing to sue for past, current, and future infringement of the '800 Patent.

B. The Prior Action and Confidential Settlement Agreement

15. On April 30, 2009, Natural Chemistry commenced an action in this Court against Orenda (and its then-president) for infringement of the '800 Patent and other relief, styled *Natural Chemistry, Inc. v. Orenda Technologies, Inc., et al.*, Case No. 6:09-CV-743-Orl-31GJK (the "Prior Action").

16. On September 3, 2009, the parties to the Prior Action entered into a Confidential Settlement Agreement (the "Agreement") which provides in relevant part, the following:

- Orenda, along with its officers, directors, shareholders, employees, agents and representatives "shall cease and desist from any further sales of ... any

product which contains lanthanum sulfate or any lanthanum compound in combination with an enzymatic compound to remove phosphate and clarify water;"

- Orenda, along with its officers, directors, shareholders, employees, agents and representatives shall not "disparage or defame [Natural Chemistry], [or] its business;"
- Orenda, along with its officers, directors, shareholders, employees, agents and representatives shall not "tortiously interfere with [Natural Chemistry's] contractual or prospective business relations."

C. Defendants' Infringement of the '800 Patent

17. Orenda and its principal, Harold Evans, transact business in the Middle District of Florida and elsewhere in the State of Florida and United States, both in the past and/or currently, in part by manufacturing, offering for sale, and selling pool products, including at least CV-600, CV-700, as well as other products produced in bulk and designated for resale, that infringe the '800 Patent pursuant to 35 U.S.C. §271 *et. seq.* Orenda, having long had knowledge of the '800 Patent, also induces infringement and commits contributory infringement of the '800 Patent pursuant to 35 U.S.C. §271 *et seq.*, through its sales and marketing efforts.

18. NPP transacts business in the Middle District of Florida and elsewhere in the State of Florida and United States, both in the past and/or currently, offering for sale, and/or selling pool products, including at least "Naturally Pure Enzyme Cleaner & Phosphate Remover", that infringe the '800 Patent pursuant to 35 U.S.C.

§271 *et. seq.* NPP also induces infringement and commits contributory infringement of the '800 Patent pursuant to 35 U.S.C. §271 *et seq.*, through sales and marketing efforts and by aiding and abetting the patent infringement by Orenda and Evans.

19. Harold Evans transacts business in the Middle District of Florida and elsewhere in the State of Florida and United States, both in the past and/or currently, in part by manufacturing, offering for sale, and/or selling pool products, including at least CV-600, CV-700, as well as other products produced in bulk and designated for resale, that infringe the '800 Patent pursuant to 35 U.S.C. §271 *et. seq.* Evans, having long had knowledge of the '800 Patent, also induces infringement and commits contributory infringement of the '800 patent pursuant to 35 U.S.C. §271 *et seq.*, through sales and marketing efforts and by aiding and abetting the patent infringement by Orenda and NPP.

20. At all material times, Evans was acting within the course and scope of his employment with NPP and as NPP's authorized agent.

D. Defendants' Disparagement and Wrongful Interference

21. In or about July/August 2013, Defendant Evans, representing himself and the other Defendants, participated in meetings with, and provided a presentation to, members of the Independent Pool & Spas Service Association (hereinafter "IPSSA"). During these meetings and his presentation, Evans told the IPSSA members that Natural Chemistry's product caused a detrimental condition of water mold in pools. This statement is untrue. In addition, Evans falsely represented to

the IPSSA members that he had test results, which he does not, to support his untruthful claims.

22. In or about July/August 2013, Defendant Evans, representing himself and the other Defendants, contacted a mutual competitor, HaloSource Inc., makers of a competing product SeaKlear , and asked its president to “team up” with him and Orenda to “put Natural Chemistry out of business,” or words to that effect. Upon information and belief, Evans suggested to HaloSource that this could be done by selling a product that infringes upon the ‘800 Patent and/or disparaging Natural Chemistry in the marketplace. HaloSource declined Evan’s proposed plan.

23. In or about July/August 2013, Defendant Evans, representing Orenda, visited a number of Leslie’s Poolmart, Inc. outlets throughout the United States and falsely represented to Leslie’s representatives that Natural Chemistry uses Orenda’s technology and that Natural Chemistry offered to purchase Orenda, with the implication being that Natural Chemistry could not compete with Orenda in the marketplace. These statements are untrue. Leslie’s is Natural Chemistry’s largest customer.

24. In or about July/August 2013, Defendant Orenda sold Lo-Chlor Chemicals, a pool water treatment supplier, a bulk supply of product, which, upon receipt, Lo-Chlor believed infringed upon the ‘800 Patent. Evans, however, told Lo-Chlor that the product did not infringe upon the ‘800 Patent and refused to accept return of the product. This statement was untrue.

25. Upon information and belief, Defendants have made other, and will continue to make, disparaging and defamatory statements about Natural Chemistry and its business and products to others in the pool and spa industry, including without limitation Natural Chemistry's existing and prospective customers.

26. On information and belief, Defendants' defamatory statements have included untrue statements about the effectiveness of the products offered by Natural Chemistry as compared to products offered by Orenda and NPP.

E. General Allegations

27. All Exhibits attached hereto are authentic copies and are incorporated herein by reference.

28. All transactions, occurrences, actions and inactions referenced herein occurred on or around the specified dates.

29. Any and all conditions precedent to Natural Chemistry's claims against Defendants have been satisfied, waived or excused.

30. Natural Chemistry has retained the law firms of Levett Rockwood P.C. and GrayRobinson, P.A. to represent it in this action and has agreed to pay for the attorneys' fees and costs incurred in relation to this action.

COUNT I **(Infringement of '800 Patent)**

31. Natural Chemistry realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 30 as if fully set forth herein.

32. Upon information and belief, Defendants have been, and currently are, directly and indirectly infringing the '800 Patent by making, using, selling, offering to

sell, contributing to the use by others, and/or inducing others to use products that infringe upon one or more claims of the '800 Patent.

33. Upon information and belief, Defendants' infringement of the '800 Patent has been and continues to be willful and deliberate.

34. Upon information and belief, Defendants' infringement of the '800 Patent will continue unless enjoined by this Court.

35. Defendants' infringement of the '800 Patent has caused and continues to cause injury to Natural Chemistry, and Natural Chemistry is entitled to recover damages from Defendants adequate to compensate it for Defendants' infringement of the '800 Patent.

36. As a direct and proximate consequence of Defendants' infringement of the '800 Patent, Natural Chemistry has suffered, and will continue to suffer, irreparable injury and damages in an amount to be ascertained at trial, but upon information and belief in excess of \$75,000, excluding attorneys' fees, interest and costs.

COUNT II
(Breach of Contract)

37. Natural Chemistry realleges and incorporates herein by reference the allegations in paragraphs 1 through 30 as if fully set forth herein.

38. Paragraph 1(a) of the Confidential Settlement Agreement provides as follows:

[Orenda], their officers, directors, shareholders, employees, agents and representatives shall immediately cease and desist from any further sales of CV-700 or any product which

contains lanthanum sulfate or any lanthanum compound in combination with an enzymatic compound to remove phosphate and clarify water. [Orenda] warrant[s] and represent[s] that June 25, 2009 was the date upon which [Orenda] sold their last units of CV-700 that were formulated in a manner that Natural Chemistry alleges infringes its '800 Patent (the "Final Sale Date").

39. Defendants NPP and Evans are also bound by this provision as a result of their relationship to Orenda as officers, directors, shareholders, employees, agents and/or representatives of Orenda.

40. As described herein, Defendants materially breached Paragraph 1(a) of the Confidential Settlement Agreement by selling Infringing Products after the date of the Agreement.

41. Paragraph 5 of the Confidential Settlement Agreement provides that:

Non-Disparagement. The Parties agree that they, their officers, directors, shareholders, employees, agents, and representatives, shall not directly or through third parties: (a) disparage or defame any other Party, its business, or its officers, directors, shareholders, employees or agents; or (b) tortiously interfere with any other Party's contractual or prospective business relations. Disparagement as described herein does not include use of any written or published materials by both parties related to a truthful and accurate comparison of both parties' products.

42. Defendants NPP and Evans are also bound by this provision as a result of their relationship to Orenda as officers, directors, shareholders, employees, agents and/or representatives of Orenda.

43. As described herein, Defendants materially breached Paragraph 5 of the Confidential Settlement Agreement by disparaging and/or defaming Natural

Chemistry and its business to customers, potential customers, competitors and trade members.

44. As described herein, Defendants further materially breached Paragraph 5 of the Confidential Settlement Agreement by tortiously interfering with Natural Chemistry's customers and prospective customers by offering to sell and selling an Infringing Product and disparaging and/or defaming Natural Chemistry and its business.

45. Natural Chemistry has performed all of its obligations under the Confidential Settlement Agreement.

46. As a direct and proximate consequence of the Defendants' material contractual breaches, Natural Chemistry has suffered, and will continue to suffer, irreparable injury and damages in an amount to be ascertained at trial, but upon information and belief in excess of \$75,000, excluding attorneys' fees, interest and costs.

47. Because Defendants engaged in egregious conduct and their actions were malicious, intentional, and without justification, and were activated by reprehensible motives, Natural Chemistry is entitled to an award of punitive damages against all Defendants, jointly and severally.

COUNT III
(Tortious Interference With Contract)

48. Natural Chemistry realleges and incorporates by reference the allegations in paragraphs 1 through 30 as if fully set forth herein.

49. At all relevant times, Defendants had knowledge of Natural Chemistry's contractual relations with its customers to whom the Defendants made false and misleading statements concerning Natural Chemistry, its business, its products and the Defendants' products.

50. Defendants knowingly, intentionally and improperly interfered with Natural Chemistry's relationship with its customers, without justification or privilege, by making such false and misleading statements for the purposes of: (i) promoting Defendants' business at the expense of Natural Chemistry; (ii) damaging Natural Chemistry's business relationship with those customers; and/or (iii) interfering with Natural Chemistry's contractual relations with those customers.

51. Defendants' conduct constitutes tortious interference with contract under Florida common law.

52. Upon information and belief, Defendants' actions have been and will continue to be willful and deliberate.

53. Upon information and belief, Defendants' acts of tortious interference will continue unless enjoined by this Court.

54. As a direct and proximate result of Defendant's actions, Natural Chemistry has suffered, and will continue to suffer, irreparable injury and damages in an amount to be ascertained at trial, but upon information and belief in excess of \$75,000, excluding attorneys' fees, interest and costs.

55. Because Defendants engaged in egregious conduct and its actions were malicious, intentional, and without justification, and were activated by reprehensible motives, Natural Chemistry is entitled to an award of punitive damages.

COUNT IV
(Interference with Business Relations)

56. Natural Chemistry realleges and incorporates by reference the allegations in paragraphs 1 through 30 as if fully set forth herein.

57. At all relevant times, Defendants knew of Natural Chemistry's existing and prospective customer relationships and the restrictions imposed upon the Defendants under the Confidential Settlement Agreement, applicable patent law and common law, from wrongfully interfering with those relations.

58. Defendants have knowingly, intentionally and improperly interfered with Natural Chemistry's business relationships with its existing and prospective customers, without justification or privilege, by making false and misleading statements concerning Natural Chemistry, its business, its products and the Defendants' products for the purposes of: (i) promoting the Defendants' business at the expense of Natural Chemistry; (ii) damaging Natural Chemistry's business relationship with those customers and prospective customers; and/or (iii) interfering with Natural Chemistry's relations with those customers and prospective customers.

59. Defendants' conduct constitutes tortious interference with business relations under Florida common law.

60. Upon information and belief, Defendants' actions have been and will continue to be willful and deliberate.

61. Upon information and belief, Defendants' acts of tortious interference will continue unless enjoined by this Court.

62. As a direct and proximately result of Defendant's actions, Natural Chemistry has suffered, and will continue to suffer, irreparable injury and damages in an amount to be ascertained at trial, but upon information and belief in excess of \$75,000, excluding attorneys' fees, interest and costs.

63. Because Defendants engaged in egregious conduct and its actions were malicious, intentional, and without justification, and were activated by reprehensible motives, Natural Chemistry is entitled to an award of punitive damages.

COUNT V
(Defamation)

64. Natural Chemistry realleges and incorporates by reference the allegations in paragraphs 1 through 30 as if fully set forth herein.

65. Defendants have published false statements concerning Natural Chemistry, its business and its products to third parties known by the Defendants to be customers or prospective customers of Natural Chemistry, trade members or others in the pool and spa industry.

66. Defendants knowingly and deliberately made such unprivileged and defamatory statements while knowing they were false at the time the statements were being made and for the purpose of damaging Natural Chemistry's business and reputation and improving Defendants' business and reputation. Defendants knew or should have known that their statements were false and would cause harm to Natural Chemistry.

67. Defendants published these false statements in a manner that caused injury to Natural Chemistry's name, business, reputation and sales.

68. Defendants' conduct constitutes defamation under Florida common law.

69. Upon information and belief, Defendants' actions have been and will continue to be willful and deliberate.

70. Upon information and belief, Defendants' conduct will continue unless enjoined by this Court.

71. As a direct and proximate consequence of Defendants' false and misleading statements, Natural Chemistry has suffered, and will continue to suffer, irreparable injury and damages in an amount to be ascertained at trial, but upon information and belief in excess of \$75,000, excluding attorneys' fees, interest and costs.

72. Because Defendants engaged in egregious conduct and its actions were malicious, intentional, and without justification, and were activated by reprehensible motives, Natural Chemistry is entitled to an award of punitive damages.

COUNT VI
(Unfair Trade Practices)

73. Natural Chemistry realleges and incorporates by reference the allegations contained in paragraphs 1 through 30 as if fully set forth herein.

74. This is a claim against Defendants for violations of Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.204, which prohibits unfair or deceptive acts or practices in the conduct of trade or commerce.

75. Defendants are engaged in trade or commerce within the scope of Fla. Stat. § 501.203.

76. Defendants' commercial activities alleged herein constitute unfair and deceptive acts or practices under Fla. Stat. § 501.204.

77. Defendants' actions constitute unfair methods of competition, unconscionable acts or practices and unfair or deceptive acts or practices in the conduct of any trade or commerce as defined by Fla. Stat. § 501.204.

78. Defendants' unfair and deceptive acts or practices have caused substantial irreparable harm and damage to Natural Chemistry.

79. Natural Chemistry lacks an adequate remedy at law to cure the past, present and future harm and damage being caused by Defendants' unfair and deceptive acts or practices. Upon information and belief, Defendants' unfair trade practices will continue unless enjoined by this Court.

80. Pursuant to Fla. Stat. § 501.211, Natural Chemistry is entitled to recover the loss sustained as a result of Defendants' violations of the Florida Deceptive and Unfair Trade Practices Act, as well as attorneys' fees and court costs.

COUNT VII
(Misleading Advertising)

81. Natural Chemistry realleges and incorporates by reference the allegations contained in paragraphs 1 through 30 as if fully set forth herein.

82. This is a claim against Defendants for misleading advertising pursuant to Fla. Stat. § 817.41(1).

83. Defendants have made misleading statements of material fact regarding Natural Chemistry and its products, which statements have deceived, and are likely to deceive, persons making purchasing decisions.

84. Defendants knew or should have known the falsity or misleading nature of its statements as to Natural Chemistry and its products.

85. Defendants' false and misleading statements were designed and intended to deceive consumers as to Natural Chemistry and its products.

86. Defendants' false and misleading statements were intended to induce, have already induced, and will continue to induce, consumers to choose and purchase products from Defendants and others besides Natural Chemistry.

87. Consumers rely upon Defendants' false and misleading statements when making their purchasing decisions.

88. Defendants' false and misleading statements were willful, malicious and fraudulent, and were designed and intended for obtaining money under false pretenses.

89. Defendants' false and misleading statements have caused Natural Chemistry substantial injury, including irreparable harm to its reputation and good will.

90. Natural Chemistry is entitled to recover damages from Defendants adequate to compensate Natural Chemistry for the damages suffered.

91. As a direct and proximate consequence of Defendants' actions, Natural Chemistry has suffered, and will continue to suffer, irreparable injury and

substantial damages in an amount to be determined at trial, plus attorneys' fees, costs and pre-judgment interest.

92. Defendant Evans actively and knowingly participated in or otherwise directed the wrongful conduct of Orenda and NPP at issue in this case.

93. Defendant Evans had actual knowledge of the wrongful conduct of Orenda and NPP.

94. Defendant Evans knowingly encouraged, condoned, ratified, or consented to the wrongful conduct of Orenda and NPP.

95. Defendant Evans engaged in conduct that constituted intentional misconduct or gross negligence which contributed to the damages suffered by Natural Chemistry.

96. Pursuant to Fla. Stat. § 817.41(6), Natural Chemistry is entitled to recover punitive damages from Defendants, jointly and severally, in the amount to be determined by the jury at trial.

PRAYER FOR RELIEF

WHEREFORE, Natural Chemistry respectfully requests this Honorable Court to render a Final Judgment in favor of Natural Chemistry and against Defendants awarding the following relief:

A. An award of damages pursuant to 35 U.S.C. § 284 that are adequate to compensate Natural Chemistry for Defendants' infringement, the damages to be no less than a reasonable royalty;

B. An award of prejudgment interest from the date of infringement, post-judgment interest and litigation costs as permitted by law;

C. A permanent injunction against Defendants, their subsidiaries, servants, officers, directors, shareholders, employees, agents and representatives and all persons in active concert or participation with Defendants, pursuant to 35 U.S.C. § 283, prohibiting further infringement of the '800 Patent;

D. An award of treble damages pursuant to 35 U.S.C. § 284 to the extent that Defendants' infringement is ultimately found to be willful;

E. An award of Natural Chemistry's reasonable attorneys' fees pursuant to 35 U.S.C. § 285 upon a determination that this is an exceptional case justifying such fees;

F. A permanent injunction against Defendants, their subsidiaries, servants, officers, directors, shareholders, employees, agents and representatives and all persons in active concert or participation with Defendants, (i) pursuant to Fla. Stat. § 501.211, prohibiting further acts of unfair competition against Natural Chemistry as proscribed under the Florida Deceptive and Unfair Trade Practices Act, and (ii) prohibiting further acts of tortious interference and defamation against Natural Chemistry;

G. An award with respect to Counts II, III, IV and V of such damages adequate to compensate Natural Chemistry for Defendants' acts of breach of contract, tortious interference and defamation;

H. An award of punitive damages with respect to Counts II, III, IV, V and VII as a result of the Defendants' egregious conduct;

I. An award with respect to Count VI of Natural Chemistry's damages, costs and attorneys' fees as set forth in Fla. Stat. § 501.211;

J. An award with respect to Count VII of Natural Chemistry's damages, costs and attorneys' fees as set forth in Fla. Stat. § 817.41(6);

K. Ordering Defendants to provide corrective advertising to all past, current and future customers regarding Natural Chemistry and its products;

L. Ordering Defendants to disgorge to Natural Chemistry all of Defendants' ill-gotten gains;

M. All further relief as the Court deems just, proper and equitable.

REQUEST FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, Natural Chemistry demands a trial by jury on all issues so triable.

Respectfully submitted this 17th day of October, 2013.



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