

IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

50 EGGS RESTAURANT COMPANY, LLC,

Plaintiff,

v.

PIYARAT POTHARATN (CHEF BEE),  
OISHI THAI, LLC, and  
JOHN DOE,

Defendants.

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**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

Plaintiff 50 Eggs Restaurant Company, LLC, sues Defendants Piyarat Potha Arreeratn, Oishi Thai, LLC, and John Doe, and alleges as follows:

**NATURE OF THE CASE**

1. A principle of Thai Buddhist culture is to refrain from untrue speech. This lawsuit, unfortunately, is about Chef Bee's untrue speech. 50 Eggs hired Chef Bee because Chef Bee said he and his family were going to have to close down their family-owned restaurant and needed help. 50 Eggs hired Chef Bee because Chef Bee said he knew how to cook authentic northern Thai dishes. In agreeing to hire Chef Bee, 50 Eggs believed Chef Bee's promise that he would protect 50 Eggs's confidential and proprietary information, would not solicit employees, and would not engage in a competing business. What Chef Bee said and promised were untrue. He manipulated a friendship to betray a trust so that he, Oishi Thai, and his investors would see personal gain.

## **THE PARTIES**

2. Plaintiff 50 Eggs Restaurant Company, LLC (“50 Eggs”), is a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business in Miami-Dade County, Florida.

3. Defendant Piyarat Potha Arreeratn is an individual and resident of Broward County, Florida, and is otherwise *sui juris*. Mr. Arreeratn hereinafter will be referred to by his commonly known nickname “Chef Bee.”

4. Defendant Oishi Thai, LLC (“Oishi Thai”), is a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business in Miami-Dade County, Florida. Oishi Thai operates a restaurant located in Miami-Dade County, Florida, which features Thai cuisine and, more recently, “Thai street food” cuisine. Chef Bee is a managing member of Oishi Thai.

5. John Doe is, upon information and belief, an individual or entity that has agreed to fund or invest with Chef Bee in a competing business located in Miami-Dade County, Florida. 50 Eggs intends to amend the Complaint to include the name of this individual or entity as soon as the name is discovered.

## **JURISDICTION AND VENUE**

6. This is an action for damages in excess of \$15,000, exclusive of interest, costs, and attorneys’ fees.

7. This Court has personal jurisdiction because, among other things: (a) Chef Bee and Oishi Thai operate, conduct, engage in, or carry on a business or business venture in Florida or have an office in Florida; (b) Chef Bee, Oishi Thai, and John Doe have committed tortious acts within Florida; (c) Chef Bee has breached a contract in Florida by failing to perform act required by the contract to be performed in Florida; and (d) Chef Bee, Oishi Thai, and John Doe

have engaged in substantial and not isolated activity within Florida. *See Fla. Stat.*

§§ 48.193(1)(a)1., (1)(a)2., (1)(a)7., (2).

8. Venue in Miami-Dade County is proper pursuant to Fla. Stat. §§ 47.011, 47.021, and 47.051 because the causes of action accrued in this county and one of the defendants (Oishi Thai) resides or otherwise has an office for the transaction of his customary business in this county.

9. All conditions precedent to bringing this action have been performed, have occurred, are excused, or are waived.

### **GENERAL ALLEGATIONS**

#### **I. About 50 Eggs**

10. 50 Eggs is part of a multi-faceted, full-service creative organization focused on developing brands and experiences within the culinary, hospitality, and entertainment industries. At the forefront of 50 Eggs are the three restaurants it operates: (1) Yardbird Southern Table & Bar; (2) Swine Southern Table & Bar; and (3) most relevant to this lawsuit, Khong River House.

11. 50 Eggs has made substantial investments so that each restaurant provides a unique contribution to South Florida's food scene, and has a reputation for offering some of the most innovative, avant-garde, and sought-after dining experiences in the region. Much of this reputation is built on 50 Eggs's marketing in which the restaurant's executive chef is designated as the "face," that is, the spokesperson, for the restaurant.

12. The executive chef is designated as the "face" of the restaurant because diners generally know of the position of "chef" and thus equate everything about a restaurant with whoever is the chef. This stereotype has become even more ingrained with the explosion of food culture in recent times (whether through cable channels dedicated to food or television shows featuring chefs).

13. In many situations, however, the concept for a restaurant may come from a person who is not the executive chef. And in nearly all situations, the restaurant design and the dishes on the menu are developed by a team of individuals employed by a particular company who do this work behind the scenes and without all of the limelight and fanfare. This work may take months, if not years. It also requires a substantial investment by individuals or companies that believe in the concept and place trust in those that are made part of the team turning the concept into reality.

14. 50 Eggs provides that substantial investment to turn concept into reality. Those concepts come from the ideas, visions, inventions, and strategies of its founder and CEO John Kunkel. The designs for the restaurants and the dishes on the menus come from Mr. Kunkel and others at 50 Eggs and its related and affiliated entities who work tirelessly to bring that concept to reality through their dedication to creating memorable dining environments and culinary experiences.

15. The substantial investment made by 50 Eggs in its restaurants, including the chef-driven marketing and other media and social media marketing strategies, has resulted in recognition by the James Beard Foundation, among other organizations. The James Beard Foundation is a national not-for profit organization that promotes the culinary arts and whose awards are considered the “Oscars of the food world.”

## **II. John Kunkel’s Inspiration For Khong River House**

16. When Mr. Kunkel was eighteen years old, he headed to Thailand in pursuit of training in the ancient martial art of Muay Chao Cherk. Mr. Kunkel fell in love with Thailand, and stayed there for over three years.

17. Mr. Kunkel traveled all over Thailand, visiting not only major cities but also rural villages. He shopped in the local markets and experienced the tastes and flavors of Thailand by

sharing meals around tables in rural homes. Food, and more important, eating meals with others, is an important part of Thai culture. The meals that Mr. Kunkel shared left him with lasting memories and impressed on him many of the principles of the Thai people, their culture, and their beliefs, which he strives to follow to this day.

18. Mr. Kunkel's experience while living in the northern part of Thailand was life-altering to him. This experience inspired him to envision a concept by which he could share his love of Thailand with those back home in the United States. This experience would inspire Mr. Kunkel's eventual idea, design, and cuisine for Khong River House as well as other Asian cuisine dining concepts.

### **III. Mr. Kunkel Meets And Befriends Chef Bee**

19. Mr. Kunkel made his mark in the industry through his first concept, called Lime Fresh Mexican Grill, which was a quick-service Mexican restaurant concept.

20. After a successful launch in South Beach, Lime Fresh Mexican Grill expanded to a second location. The location selected for the second restaurant was in North Miami, Florida. It was in connection with this expansion that Mr. Kunkel first met Chef Bee.

21. Next door to the second Lime Fresh Mexican Grill was another restaurant called Oishi Thai. Oishi Thai was a family-owned and operated restaurant featuring sushi and southern Thai cuisine.

22. Given Mr. Kunkel's personal connection with all things Thai, he immediately was drawn to Oishi Thai and the family that owned that restaurant. This included Chef Bee. The two struck up a relationship and became friends.

### **IV. Khong River House Goes From Concept To Reality**

23. With Lime Fresh Mexican Grill expanding and becoming a success, Mr. Kunkel launched his next concept—Yardbird Southern Table & Bar—which focused on farm-fresh

ingredients featuring classic Southern cooking, culture, and hospitality. The restaurant was a success.

24. With two successful restaurant ventures, it was time for the next project. Mr. Kunkel felt the time was right to turn his long-time dream of authentic northern Thai cuisine centered on shared dishes into a reality, which became Khong River House.

25. After finding a location for Khong River House, Mr. Kunkel and others began the work of developing a menu and a restaurant design. Mr. Kunkel and others also began the process of identifying a chef that would be the “face” of Khong River House.

26. A chef was found in New York, and contract negotiations began with this chef. But in the course of those negotiations, Chef Bee reached out and contacted Mr. Kunkel. Chef Bee asked if he could meet with Mr. Kunkel. Given their friendship, Mr. Kunkel agreed.

**V. Chef Bee Represents That Oishi Thai Will Be Closing And He Can Cook Northern Thai Cuisine, And Is Hired Based On Those Representations**

27. Mr. Kunkel and Chef Bee met. To Mr. Kunkel’s surprise, Chef Bee came to that meeting with members of his family.

28. At that meeting, Chef Bee stated that he had heard about Khong River House. Chef Bee asked if there was a way that he and some of his family members could be a part of the project.

29. Chef Bee explained that Oishi Thai had been open for a number of years, but was not generating sufficient revenue. He stated that in light of the restaurant not generating enough revenue and with the lease soon ending, he and his family would be closing down Oishi Thai.

30. Mr. Kunkel explained that he already was in talks with another chef.

31. But Chef Bee persisted. Chef Bee explained the desperate situation he and his family were in, their need to close down Oishi Thai, and his desire for him and his family to be a part of Khong River House.

32. Having dined at Oishi Thai and having become friendly with Chef Bee over the years, Mr. Kunkel continued talks with Chef Bee. Mr. Kunkel proceeded to ask questions about the extent to which Chef Bee could cook dishes authentic to the northern region of Thailand. Chef Bee represented he could cook these dishes since he was from the region.

33. Having been fond of Chef Bee and his family from their days as restaurant neighbors in North Miami, having felt compassion for the hard luck that had fallen on Chef Bee and his family with the impending closing of Oishi Thai and, most important, having been convinced by Chef Bee's representations as to his cooking abilities, Mr. Kunkel agreed to hire Chef Bee, and at Chef Bee's request some of Chef Bee's family, to work at Khong River House.

34. With Chef Bee and some of his family on board, Chef Bee stated he needed to return to Thailand to visit his other family members. Chef Bee asked if he could receive some money for his trip—an unusual and surprising request. Chef Bee requested \$45,000, which was a shocking sum. 50 Eggs gave him \$10,000. Chef Bee was provided these funds, as a signing bonus, so long as he accepted an offer of employment on the terms being proposed to him, which terms included Chef Bee executing a non-compete agreement. *See* Exhibit 1. In exchange for the \$10,000 signing bonus, Chef Bee did sign the offer of employment and, to 50 Eggs's knowledge, Chef Bee traveled to Thailand using that money.

35. Having agreed to hire Chef Bee based on his representations and assurances, negotiations with the chef in New York ended.

## **VI. Chef Bee's Employment Promises**

36. As stated above, Chef Bee was provided a written offer of employment. A true and correct copy of the offer of employment is attached as Exhibit 1.

37. Chef Bee was offered the position of Executive Chef. Because Chef Bee's high-level position required access to confidential and proprietary concepts, ideas, innovations, marketing strategies, brands, and designs, his employment was expressly contingent on him signing the "standard non-compete agreements." Exhibit 1.

38. Chef Bee signed the offer of employment acknowledging that he had received the offer of employment and accepted the terms of employment, which included being bound by a non-compete agreement.

39. Following the signing of the offer of employment, Chef Bee was asked to sign the "standard non-compete agreements." This was in the form of a master agreement with three riders. A true and correct copy of that agreement is attached as Exhibit 2.

40. 50 Eggs and its affiliates and related companies have one or more legitimate business interests justifying the restrictive covenants contained in the master agreement and its riders. These legitimate business interests include, and are not limited to, confidential business or professional information, substantial relationships with existing and prospective customers and existing employees, goodwill associated with 50 Eggs in a specific geographic region (that is, Miami-Dade County, Florida), and extraordinary or specialized training (including and not limited to certain cooking recipes and techniques, professional kitchen operation and management, and marketing strategies). The provisions, such as the non-disclosure, non-disparagement, brand protection, non-compete, and licensing and promotional rights provisions, are reasonably necessary to protect these legitimate business interest or interests, justifying the restrictions.



41. 50 Eggs uses an electronic system to carry out certain human resources functions. This system allows for employees to electronically sign documents. Although all of the riders to the master agreement were provided to Chef Bee for his review and execution, certain boxes indicating the documents being signed were inadvertently not checked in the master agreement. As a result, when Chef Bee electronically signed, his electronic signature was not included on the riders to the master agreement.

42. Notwithstanding, the clear intent of the parties was that Chef Bee had to execute and agree to be bound by all of the riders as it was a mandatory condition of his employment. *See Exhibit 1.* Further, the clear intent of the parties was that Chef Bee intended to sign and thus be bound by the master agreement and all of the riders. For example, Chef Bee signed the offer of employment, which required that he sign the standard non-compete agreements, and took \$10,000 as a bonus for agreeing to the terms of the offer of employment.

43. Further, Chef Bee knew he was bound by the non-compete agreement notwithstanding the inadvertent error of certain boxes not being checked. For example, shortly before Chef Bee resigned his employment with 50 Eggs, he requested a copy of his agreement with 50 Eggs. Consistent with the parties being bound by a non-compete agreement, Chef Bee was provided the master agreement and the riders. Chef Bee did not object or otherwise claim these riders were not part of his agreement when he was provided a copy.

44. Moreover, one of the riders required that Chef Bee make himself available for photographs, videos, recordings, and public appearances, which 50 Eggs was authorized to use for promotions, advertising, and marketing. Chef Bee never objected or claimed that 50 Eggs did not have permission or authorization to do so. To the contrary, Chef Bee repeatedly made

himself available for photographs, videos, recordings, and public appearances while employed by 50 Eggs and this material was used by 50 Eggs for promotions, advertising, and marketing.

**VII. Now Employed, Chef Bee Is Given Access  
To Confidential And Proprietary Information**

45. Having accepted the offer of employment and having agreed to be bound by the standard non-compete agreements, Chef Bee became part of the team that was developing the menu and restaurant design for Khong River House. Chef Bee was given complete access as he was now a trusted employee and thus part of the “50 Eggs family.”

46. Chef Bee was present as 50 Eggs made substantial investments in creating, testing, and perfecting the confidential and proprietary recipes that would appear on the Khong River House menu. Chef Bee also was present as 50 Eggs made substantial investments in conceptualizing and bringing to reality the design and dining environment that would become Khong River House.

47. 50 Eggs also made substantial investments in public relations for the restaurant and in making Chef Bee the “face” of the restaurant. 50 Eggs and its affiliated companies identified and culled media relationships and developed marketing and social media strategies. To help make Chef Bee the “face” of the restaurant, 50 Eggs provided Chef Bee with access to all of its confidential and proprietary information and extraordinary or specialized media training. Through 50 Eggs’s efforts, Chef Bee’s story was covered by various media, and Chef Bee was branded as the originator of the authentic flavors of Khong River House.

48. In addition to giving Chef Bee access to menu development, restaurant design, and marketing strategies and providing him with extraordinary or specialized media training, 50 Eggs also shared with Chef Bee concepts that would be launched in the future. These concepts are confidential and proprietary.

49. 50 Eggs shared all of this confidential and proprietary information with Chef Bee only because Chef Bee had agreed to sign the “standard non-compete agreements” as a mandatory condition of his employment, Chef Bee had executed the agreements as required by the offer of employment, and otherwise led 50 Eggs to believe that he was a trusted employee of the company who had signed all of the required agreements.

**VIII. 50 Eggs Notices That Chef Bee Does Not Contribute To The Recipes And Will Not Cook, And Chef Bee Disappears In A Panic**

50. Chef Bee was hired because he purportedly could cook authentic northern Thai cuisine. As Khong River House neared its opening, however, 50 Eggs had concerns, in part, that Chef Bee was not contributing to the creation of the recipes and all of the cooking that would have been expected of Chef Bee was being done by others. Chef Bee gave assurances that there should be no concerns.

51. Right before the opening of Khong River House, Chef Bee disappeared. He did not return calls from 50 Eggs. Ultimately, 50 Eggs found Chef Bee, for some reason, working at Oishi Thai.

52. 50 Eggs asked Chef Bee to explain what was happening as it appeared that Chef Bee was panicking. Chef Bee stated that he just could not get into the kitchen. He stated he would get sick and break out in hives if he had to cook. To 50 Eggs’s surprise, Chef Bee stated it was best for him to just pull out of Khong River House.

53. Chef Bee was hired based on his representations that he could cook authentic northern Thai dishes. 50 Eggs made a substantial investment into training Chef Bee and marketing him as the “face” of the restaurant. It would have been a disaster to have the “face” of the restaurant pull out just days before its grand opening.

54. To avoid such a disaster, 50 Eggs did what it could to have Chef Bee come back to work. Since Chef Bee was claiming he got hives from cooking, he was told that he would not have to cook temporarily. Rather, Chef Bee was told that he could expedite. In a restaurant, the expeditor is the link between the servers and the kitchen. The expeditor ensures that orders are filled correctly and that dishes are delivered to the tables in a coordinated and timely manner. This position is critical to the successful operation of a professional kitchen, and it is not uncommon, given the importance of this job duty, that the chef or sous chef (the second in command) cover this position from time-to-time. Chef Bee agreed to act as the expeditor.

**IX. Khong River House Opens And 50 Eggs Discovers Chef Bee Cannot Cook The Dishes Or Otherwise Run A Professional Kitchen**

55. Khong River House opened in early 2013.

56. During the opening, Chef Bee did not perform well as an expeditor, and 50 Eggs realized that he did not know how to run a professional kitchen. Chef Bee's inability to expedite seemed to confirm 50 Eggs's previous concerns about Chef Bee's inability to cook to the dishes.

57. To avoid having bad word-of-mouth from diners and bad press coverage at this critical time for the restaurant, 50 Eggs flooded the kitchen with personnel to compensate for Chef Bee's deficiencies. With Chef Bee unable to cook the dishes and unable even to run a professional kitchen, he was left during this time mainly to greet diners and others visiting the restaurant.

58. Ultimately, and despite this, 50 Eggs stuck with Chef Bee. Khong River House could have been impacted if it had fired Chef Bee shortly after its opening and after having heavily marketed Chef Bee. Further, while Chef Bee was a detriment in the kitchen, he did prove to have the right personality when interacting with diners, media, and other visitors. Further, Mr. Kunkel felt he had a personal obligation to stand by Chef Bee.

59. Despite the problems experienced with Chef Bee, Khong River House received positive reviews. This had nothing to do with Chef Bee, who was not cooking and had contributed very little to the menu, but rather the hard work of others at 50 Eggs.

60. 50 Eggs's marketing efforts also appeared to start making Chef Bee a celebrity chef of sorts. As such, 50 Eggs continued to make Chef Bee the "face" of Khong River House. This included sponsoring numerous events and otherwise creating numerous media opportunities that would focus on Chef Bee and thus by extension continue to bring attention to Khong River House.

61. With the marketing efforts succeeding, 50 Eggs began to realize that the next step in branding and raising awareness for the restaurant would be television appearances for Chef Bee. Television appearances, however, generally required some sort of cooking demonstration. 50 Eggs did not believe that Chef Bee could do these television appearances given what was required.

62. To help Chef Bee, 50 Eggs provided him with extraordinary or specialized training on how to cook the dishes and run a professional kitchen. Chef Bee was rotated through the many stations that existed at Khong River House. Once Chef Bee learned how to cook in and run a particular station, 50 Eggs moved Chef Bee to another station. While teaching Chef Bee how to cook and operate each station in the kitchen, 50 Eggs also trained him on how 50 Eggs ran and managed its restaurant operations.

**X. Chef Bee Quits Based On His Stated Intent To Open A Restaurant In Coral Gables**

63. In mid-July 2013, Chef Bee completed his training on the last station in the Khong River House kitchen. Almost immediately after completing this training, Chef Bee notified Mr. Kunkel that he was resigning his employment effective immediately. Chef Bee

stated that he was leaving to open a restaurant in Coral Gables. Chef Bee's resignation caught Mr. Kunkel by surprise.

64. Chef Bee was told that he could not open a restaurant in Coral Gables as such an action was prohibited by his agreement, which precluded him from owning, being employed by, or otherwise providing any services to any restaurant located within Miami-Dade County, Florida, for a period of two years. *See Exhibit 2.*

65. Following Chef Bee's resignation, 50 Eggs attempted to confirm that what Chef Bee had said to Mr. Kunkel was true and not some sort of misunderstanding. Chef Bee did not deny his stated intention of opening a restaurant in Coral Gables, and thus what he stated to Mr. Kunkel was a repudiation of the agreement and thus constituted a breach of his agreement not to compete against 50 Eggs.

**XI. 50 Eggs Discovers Chef Bee's Numerous Other Violations**

66. While Chef Bee's spontaneous resignation caught 50 Eggs off guard, 50 Eggs believes that this was not really a spur-of-the-moment decision, but rather part of a premeditated plan by Chef Bee to use what 50 Eggs provided to him (e.g., concepts, recipes, inventions, ideas, branding, marketing strategies, training, etc.) and go into competition against 50 Eggs.

67. For example, a few weeks before his resignation, Chef Bee requested a copy of his agreement with 50 Eggs. A copy of the agreement, which included the riders, was provided to Chef Bee. Chef Bee did not disclose why he wanted a copy of the agreement.

68. Upon information and belief, Chef Bee obtained a copy of the agreement to show to his investor(s) and/or to otherwise analyze the agreement to understand what his post-resignation obligations were. Upon information and belief, Chef Bee provided a copy to his investor(s) and certainly to Oishi Thai, of which he is a managing member.

69. After Chef Bee's resignation, 50 Eggs found out that Chef Bee was working at what was supposed to be the soon-closed Oishi Thai. As stated above, Chef Bee's stated reason for approaching Mr. Kunkel in the first place was that Oishi Thai would be closing down. Chef Bee continued to tell Mr. Kunkel and others at 50 Eggs that Oishi Thai was closing down, including repeating these statements in the months just before his resignation. In fact, in response to one such discussion, 50 Eggs offered Chef Bee the use of 50 Eggs employees to help close down Oishi Thai. All of that now appeared untrue. Using media strategies and connections learned at 50 Eggs, Chef Bee announced his return to Oishi Thai and his concept of "Thai street food," a concept that 50 Eggs shared with Chef Bee previously during his employment. Chef Bee's return to Oishi Thai constitutes a breach of the non-compete provision of the agreement.

70. 50 Eggs also discovered that one of its other employees now was working full time at Oishi Thai. This employee previously had requested a vacation so he could visit Thailand. The employee was scheduled to return from that vacation around the time that Chef Bee had resigned. The employee, however, did not return to work for his scheduled shifts, so 50 Eggs attempted to contact the employee to find out why he had not reported back to work. The employee did not respond, and 50 Eggs later learned why. The employee was working full time for Chef Bee at Oishi Thai. Chef Bee thus directly or indirectly induced or sought to induce, encouraged, or in any other manner influenced this employee to leave, terminate, or otherwise disrupt his employment relationship. Chef Bee's actions constitute a violation of the non-solicitation provision of his agreement with 50 Eggs, a violation of the duty of loyalty owed to 50 Eggs, and an unfair and deceptive trade practice in violation of Florida law. Oishi Thai's actions in encouraging and otherwise permitting Chef Bee to have this employee leave 50 Eggs

constitutes tortious interference and an unfair and deceptive trade practice in violation of Florida law.

71. This employee's vacation was not happenstance, but rather a part of what 50 Eggs now believes was Chef Bee's premeditated plan. In announcing his return to Oishi Thai, Chef Bee indicated he had just relocated his mother from Thailand to the United States and that his mother would be working in the kitchen at Oishi Thai. This relocation could not have just happened overnight. Rather, it appears Chef Bee had this plan in the works for a while and worked with that other employee to help facilitate the relocation of Chef Bee's mother as part of this effort to basically re-launch Oishi Thai.

72. This was not the only employee that Chef Bee and Oishi Thai, through Chef Bee, attempted to solicit. 50 Eggs learned that Chef Bee directly or indirectly induced or sought to induce, encouraged, or in another manner influenced other employees at Khong River House to leave, terminate, or otherwise disrupt their employment relationship. Chef Bee's actions constitute a violation of the non-solicitation provision of his agreement with 50 Eggs, a violation of the duty of loyalty owed to 50 Eggs, and an unfair and deceptive trade practice in violation of Florida law. Oishi Thai's actions in encouraging and otherwise permitting Chef Bee to solicit employees constitutes tortious interference and an unfair and deceptive trade practice in violation of Florida law.

73. 50 Eggs further learned that Chef Bee was violating other terms of his agreement. For instance, Chef Bee and Oishi Thai were posting, on social media sites, pictures of dishes actually photographed by 50 Eggs for Khong River House, and were serving these dishes as if they were their own. These were dishes created confidentially at, and were proprietary to, 50 Eggs. Chef Bee did not have permission to disclose these recipes to anyone outside of 50 Eggs.



Neither Chef Bee nor Oishi Thai had permission to use these recipes for their own use and profit or to post these photographs so as to suggest that these dishes belonged to them. Chef Bee's actions constitute a violation of the non-disclosure and branding provisions of his agreement with 50 Eggs, a violation of the duty of loyalty owed to 50 Eggs, and an unfair and deceptive trade practice in violation of Florida law. Oishi Thai's actions in encouraging and otherwise permitting Chef Bee to engage in these actions constitutes tortious interference and an unfair and deceptive trade practice in violation of Florida law. 50 Eggs maintains that these actions were willful in that Chef Bee, and by extension Oishi Thai (as Chef Bee is a managing member), were asked to remove these photographs but they refused to do so. At the time of this Complaint, the photographs still are posted on social media sites controlled by Oishi Thai or Chef Bee.

74. Chef Bee and Oishi Thai also were posting photographs of Khong River House as well as events sponsored by or held for the benefit of 50 Eggs and Khong River House. Neither Chef Bee nor Oishi Thai had permission to use these photographs, which are 50 Eggs's brands and marketing, for their own use and profit. By using these photographs without permission, Chef Bee and Oishi Thai are creating consumer confusion and engaging in unfair and deceptive practices. Chef Bee's actions constitute a violation of the branding and licensing and promotional rights provisions of his agreement with 50 Eggs, a violation of the duty of loyalty owed to 50 Eggs, and an unfair and deceptive trade practice in violation of Florida law. Oishi Thai's actions in encouraging and otherwise permitting Chef Bee to engage in these actions constitutes tortious interference and an unfair and deceptive trade practice in violation of Florida law. 50 Eggs maintains that these actions were willful in that Chef Bee, and by extension Oishi Thai (as Chef Bee is a managing member), were asked to remove these photographs but they

refused to do so. At the time of this Complaint, the photographs still are posted on social media sites controlled by Oishi Thai or Chef Bee.

75. 50 Eggs also learned that Chef Bee was attempting to divert business from Khong River House to Oishi Thai. While working for 50 Eggs, Chef Bee met with diners and other visitors at the restaurant. He also met with potential diners and visitors while attending media and sponsored events. Chef Bee used these opportunities to promote Oishi Thai and otherwise divert business and other opportunities from Khong River House to Oishi Thai. Chef Bee's actions constitute a violation of the non-solicitation provision of his agreement with 50 Eggs, a violation of the duty of loyalty owed to 50 Eggs, and an unfair and deceptive trade practice in violation of Florida law. Oishi Thai's actions in encouraging and otherwise permitting Chef Bee to engage in these actions constitutes tortious interference and an unfair and deceptive trade practice in violation of Florida law.

76. 50 Eggs has retained the undersigned law firm to prosecute this action and is obliged to pay its attorneys a reasonable fee for their services.

**COUNT I**  
**REFORMATION OF CONTRACT AGAINST CHEF BEE**

77. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

78. 50 Eggs and Chef Bee are parties to a valid written agreement. *See* Exhibit 2.

79. The agreement is comprised of a master agreement and three riders.

80. Chef Bee was presented with the master agreement and three riders to review and sign. The parties believed that Chef Bee had signed and was bound by the riders, in addition to the master agreement itself.

81. It was through a mutual mistake that Chef Bee's signature was not placed on the riders in addition to the master agreement.

82. In the alternative, if the mistake was not a mutual mistake, it was a unilateral mistake on the part of 50 Eggs that was coupled with the inequitable conduct of Chef Bee. As stated above, Chef Bee executed an offer of employment in which he expressly agreed to execute the standard non-compete agreements. For having accepted that offer of employment and its terms, Chef Bee received \$10,000. After signing the offer of employment, Chef Bee was provided the master agreement and all of the riders to review and sign. Chef Bee did not indicate. [?]

83. 50 Eggs would not have offered employment to Chef Bee and would not have ended the negotiations with the other chef had Chef Bee not agreed to sign the “standard non-compete agreements.” 50 Eggs would not have provided Chef Bee with a \$10,000 signing bonus had he not signed the offer of employment, thus expressly agreeing to sign and be bound by the “standard non-compete agreements.” Exhibit 1. 50 Eggs would not have given Chef Bee access to any confidential and proprietary information or provided any extraordinary or specialized training had he not led 50 Eggs to believe that he had agreed to and otherwise signed the “standard non-compete agreements.” For these reasons and for the reasons described elsewhere in the Complaint, it would be inequitable conduct on the part of Chef Bee now to claim that he did not sign all of the riders.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for reformation of the agreement that is Exhibit 2 so as to include Chef Bee’s signature on each of the three riders to the agreement and any other relief that this Court deems just and proper.

**COUNT II**  
**BREACH OF NON-SOLICITATION**  
**PROVISION OF CONTRACT AGAINST CHEF BEE**

84. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.
85. 50 Eggs and Chef Bee are parties to a valid written agreement. *See* Exhibit 2.

86. The agreement contained a non-solicitation provision that provided the following:

During the period beginning on the Effective Date and ending two years after the date of complete termination of Disclosee's engagement, voluntarily or involuntarily, with Company and all of its affiliates (such termination date, the "Termination Date," and such period, the "Restriction Period"), Disclosee—either directly or indirectly, for himself, herself or itself, or through, on behalf of, or in conjunction with any person, partnership, corporation or other entity—must not engage or seek to engage (as an employee or contractor) in a commercial relationship any person—who is at, or was within six months before, the time that Disclosee so acts—already engaged in a commercial relationship with Company or any of its affiliates, otherwise directly or indirectly induce or seek to induce, or in any other manner influence such person to leave his, her or its engagement, nor attempt to encourage any employee, customer, vendor, consultant, lender, supplier, or other contractor, representative or material business contact of Company or any of its affiliates to terminate or otherwise disrupt its relationship with Company or any of its affiliates or to compete against Company or any of its affiliates.

Exhibit 2.

87. There was a material breach of the agreement. Chef Bee breached the agreement by, among other things, directly and indirectly inducing or seeking to induce, or in any other manner influencing employees to leave their engagement and by attempting to encourage employees, customers, and material business contacts of 50 Eggs and/or its affiliates to terminate or otherwise disrupt their relationship.

88. 50 Eggs has been damaged as a result of Chef Bee's breach of the agreement.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for temporary and permanent injunctive relief, all damages, all pre-judgment and post-judgment interest, costs, attorneys' fees as permitted under the agreement, and any other relief that this Court deems just and proper.

**COUNT III**  
**BREACH OF BRAND PROTECTION**  
**COVENANT OF CONTRACT AGAINST CHEF BEE**

89. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

90. 50 Eggs and Chef Bee are parties to a valid written agreement. *See* Exhibit 2.

91. The agreement contained a brand protection provision that provided the

following:

Disclosee shall not directly or indirectly disparage, by any means or via any medium, either Company, its affiliates or any of their respective owners, officers, directors, managers, employees, contractors, representatives, or agents, or any aspect of their existing or prospective business. Regardless of whether any disparagement occurs, and without limiting any other obligations, Disclosee acknowledges that Company has expressed a strong interest in controlling the use of its and its affiliates' trade names, trademarks, service marks, logos, symbols, and other indicia of their identities, brands, or reputations (collectively, the "Brand Property"). Accordingly, Disclosee agrees it shall not directly or indirectly refer to the Brand Property via (a) any social media (including **Twitter, Facebook, YouTube, Yelp, MyPages, Pinterest**, or others), website, or other similar digital technological forum that incorporates any public display feature in connection with it (even if Disclosee's communication is via any private chat or other private feature of the forum), including via any new media not yet existing (collectively, "Media"), or (b) in search-engine optimization arrangements (via Google key word programs or otherwise), sponsored advertising programs, or metatags, for commercial or other purposes; in each case of (a) or (b) other than as the Company expressly directs to perform Disclosee's duties for the Company or any of its affiliates. Without limitation, other than as the Company expressly directs for Disclosee to perform Disclosee's duties for the Company or any of its affiliates, **Disclosee must not use, or assist any third party to use, the Brand Property to state or suggest, directly or indirectly, the Company's or its affiliate's endorsement, affiliation, acceptance, or promotion of any good, service, or opinion of any type (political or otherwise), or to comment or respond to any complaint or other communication.** Company or its owner retains the sole right to register any or all components of the Brand Property, including any colorable imitations thereof, as part of any domain name or otherwise, and Disclosee shall not directly or indirectly take, or assist any third party to take, any action inconsistent with such rights. Disclosee's obligations under this Section are effective at all times before and after the Termination Date. If Disclosee breaches any of its commitments under this Section, without limiting Company's rights or remedies, Company may, but is not obligated, to take all action at the sole expense of Disclosee (which Disclosee must reimburse on demand) to investigate and, at Company's option (without limiting Company's rights or remedies), attempt to prevent and cure the effects of any such breach.

Exhibit 2 (emphasis in original).

92. There was a material breach of the agreement. Chef Bee breached the Agreement by, among other things, directly and indirectly using 50 Eggs's and/or its affiliates' brand

property in the promotion of himself and of Oishi Thai. This includes and is not limited to posting brand property on Chef Bee's Twitter page and Oishi Thai's Facebook page.

93. 50 Eggs has been damaged as a result of Chef Bee's breach of the agreement.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for temporary and permanent injunctive relief, all damages, all pre-judgment and post-judgment interest, costs, attorneys' fees as permitted under the agreement, and any other relief that this Court deems just and proper.

**COUNT IV**  
**BREACH OF NON-DISCLOSURE PROVISION OF CONTRACT AGAINST CHEF BEE**

94. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

95. 50 Eggs and Chef Bee are parties to a valid written agreement. *See* Exhibit 2.

96. The agreement contained a non-disclosure provision that provided the following:

Subject to Section 1.d, all information or material that Company, directly or through its affiliates, discloses—whether disclosed before, on or after the Effective Date and regardless of the form in which it is disclosed, is confidential and proprietary property of Company (collectively, "Confidential Information"). Confidential Information includes customer information, contracts, advertising agreements, marketing strategies, supplier and vendor information, billing and pricing policies, training materials, policies and procedures, financial information, research, models, ideas or inventions, technology, devices, specifications, methods, designs, processes, programs, website designs, know-how, employee lists, compensation terms, equity ownership, and any other information, relating to the operation, ownership or finances of Company or any of its affiliates, or any information derived, summarized or extracted from any of the foregoing. Confidential Information also includes any other information expected by a reasonable person to be confidential.

Exhibit 2.

97. There was a material breach of the agreement. Chef Bee breached the Agreement by, among other things, disclosing ideas, inventions, and strategies. This includes, among other confidential information, ideas and inventions in regard to recipes as well as restaurant concepts.

This includes, among other confidential information, 50 Eggs's proprietary information about media and social media marketing strategies.

98. 50 Eggs has been damaged as a result of Chef Bee's breach of the agreement.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for temporary and permanent injunctive relief, all damages, all pre-judgment and post-judgment interest, costs, attorneys' fees as permitted under the agreement, and any other relief that this Court deems just and proper.

**COUNT V**  
**BREACH OF NON-COMPETE PROVISION OF CONTRACT AGAINST CHEF BEE**

99. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

100. 50 Eggs and Chef Bee are parties to a valid written agreement, as reformed to include Chef Bee's signature on all of the riders. *See Exhibit 2.*

101. The agreement contained a non-compete provision that provided the following:

1. For the purposes of this Rider, "Competitive Business" means a business that engages, wholly or partially, directly or indirectly, in offering or assisting in offering goods or services that are the same as or similar to those Company is offering to its customers (or which Company can demonstrate it has bona fide intent to sell and it has allocated human resources or financial resources to do so), and regardless of whether the business is operated for profit. Competitive Business includes any Designated Business. If Company is any entity other than 50 Eggs Branding Company, LLC, "Designated Business" means any fast food, fast casual, or other restaurant business. If Company is 50 Eggs Branding Company, LLC, "Designated Business" means any advertising, marketing, branding or public relations business. Notwithstanding the foregoing, no business shall be considered competitive unless it is located, or provides goods or services, in Miami-Dade County, Florida, or within 6 miles of any business location then operated or under lease by Company or any of its affiliates.

2. During the Restriction Period, Disclosee—either directly or indirectly, for himself, herself or itself, or through, on behalf of, or in conjunction with any person, partnership, corporation or other entity—must not:

a. as owner, officer, director, employee, contractor (as a consultant, advisor, franchisee, supplier or otherwise), agent, lender, lessor, broker, or in any other

similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, of any Competitive Business; or

b. in any other manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize Company's existing or prospective business.

3. Disclosee acknowledges Disclosee has received or will receive significant special training and information from Company regarding its business, that apply in particular to such business and not to businesses in general, and that the use of such training and information to compete against Company would constitute a serious threat to Company, and that Company has a legitimate interest in preventing such threat.

4. The execution of this rider, or lack thereof, does not limit in any way the rights of Company or its affiliates under any applicable laws or under the Nondisclosure and Noninterference Agreement, that may exist independent of the rider.

Exhibit 2.

102. There was a material breach of the agreement. Chef Bee breached the agreement by, among other things, directly and indirectly owning, managing, operating and controlling Oishi Thai. Chef Bee further breached the agreement by, among other things, having moved forward with a restaurant in Coral Gables, Miami-Dade County, Florida.

103. 50 Eggs has been damaged as a result of Chef Bee's breach of the agreement.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for temporary and permanent injunctive relief, all damages, all pre-judgment and post-judgment interest, costs, attorneys' fees as permitted under the agreement and any other relief that this Court deems just and proper.

**COUNT VI**  
**BREACH OF LICENSE AND PROMOTIONAL RIGHTS**  
**PROVISION OF CONTRACT AGAINST CHEF BEE**

104. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

105. 50 Eggs and Chef Bee are parties to a valid written agreement, as reformed to include Chef Bee's signature on all of the riders. *See Exhibit 2.*



106. The agreement contained a license and promotional rights provision that provided the following:

a. Subject to the terms and conditions set forth herein, Disclosee grants to Company the exclusive right (the “License”) during the Term to, in any manner Company deems appropriate use, lend, disseminate, reproduce, license or otherwise exploit the Property Rights in connection with the advertisement, promotion, lease or sale of any goods or services. For all purposes of this Rider, the Property Rights mean Disclosee’s name, nickname, initials, likeness (visual, voice or otherwise), facsimile signature, other identifying indicia, endorsement, and food and beverage recipes that that Disclosee creates (alone or with others), and all names, marks and other indicia of Disclosee that may be confusingly similar to the foregoing—in all of the foregoing cases that currently exist or arise during the Term.

b. Disclosee agrees that the license described above is exclusive to Company or its affiliates that it designates. Except either as Company may periodically require by notice to Disclosee or Disclosee is expressly authorized solely for personal purposes under Section 3.c of this Rider, during the Term Disclosee shall not, directly or indirectly, use, or grant any third party the right to use, the Property Rights in any manner, including to promote himself or herself or to sell any goods or services. In addition, Disclosee agrees that Disclosee is not entitled to any compensation received by Company as a result of any use of the Property Rights by Company, except as otherwise agreed in writing.

Exhibit 2.

107. There was a material breach of the agreement. Chef Bee breached the agreement by, among other things, allowing a third party (in this case Oishi Thai) to advertise, promote, or sell any good or service for profit or otherwise by using Chef Bee’s name, nickname, initials, likeness (visual, voice or otherwise), other identifying indicia, endorsement, and food and beverage recipes, and all names, marks and other indicia of Chef Bee that may be confusingly similar. This was done, among other ways, through social media.

108. 50 Eggs has been damaged as a result of Chef Bee’s breach of the agreement.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for temporary and permanent injunctive relief, all damages, all pre-judgment and post-judgment interest, costs,

attorneys' fees as permitted under the agreement and any other relief that this Court deems just and proper.

**COUNT VII**  
**BREACH OF DUTY OF LOYALTY AGAINST CHEF BEE**

109. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

110. Chef Bee was an employee with 50 Eggs, and thus there was a relationship between Chef Bee and 50 Eggs.

111. Fundamental to this relationship was the proposition that Chef Bee was to be loyal to 50 Eggs and was prohibited from acting in any manner inconsistent with this relationship. Further, Chef Bee was bound at all times to exercise the utmost good faith and loyalty in the performance of his duties to 50 Eggs and to act in 50 Eggs's best interests.

112. Chef Bee was aware of the duty of loyalty he owed to 50 Eggs.

113. Chef Bee breached his duty of loyalty by placing his interests above the interests of 50 Eggs, his employer. While still in his capacity as a 50 Eggs employee, Chef Bee, among other things, diverted 50 Eggs's employees to Oishi Thai, solicited and diverted business opportunities from 50 Eggs for his own personal gain and on behalf of Oishi Thai, converted 50 Eggs's brand property, licenses, and promotional rights for his own personal gain, and participated in, operated, and directed the operation of Oishi Thai.

114. Chef Bee concealed his true intentions in order to use this time while still working for 50 Eggs to divert 50 Eggs's employees to Oishi Thai, solicit and divert business opportunities from 50 Eggs for his own personal gain and on behalf of Oishi Thai, and convert 50 Eggs's brand property, licenses, and promotional rights for his own personal gain, among other disloyal acts. Chef Bee thus breached his duty of loyalty owed to 50 Eggs.

115. Chef Bee's actions were neither justified nor privileged.

116. Chef Bee's actions were intentional, willful, wanton, and malicious, and all for his own personal gain and to the detriment of 50 Eggs. As a result, 50 Eggs reserves its right to amend these pleadings to demand punitive damages pursuant to Fla. Stat. § 768.72 on a proffer of Chef Bee's intentional and malicious conduct.

117. 50 Eggs has been damaged as a result of Chef Bee's actions.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for all damages, all pre-judgment and post-judgment interest, costs, and any other relief that this Court deems just and proper.

**COUNT VIII**  
**TORTIOUS INTERFERENCE WITH**  
**BUSINESS RELATIONSHIP AGAINST CHEF BEE AND OISHI THAI**

118. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

119. 50 Eggs and its employees and its customers had a business relationship under which 50 Eggs had legal rights.

120. Chef Bee and Oishi Thai knew of the business relationships between 50 Eggs and its employees and its customers.

121. Chef Bee and Oishi Thai intentionally and without justification interfered with the business relationship between 50 Eggs and its employees and its customers.

122. Chef Bee's and Oishi Thai's interference induced or otherwise caused employees and customers of 50 Eggs to diminish and/or terminate their business relationships.

123. 50 Eggs has been damaged as a result of Chef Bee's and Oishi Thai's actions.

124. Chef Bee and Oishi Thai have acted intentionally and in complete disregard of 50 Eggs's rights. As a result, 50 Eggs reserves its right to amend these pleadings to demand punitive damages pursuant to Fla. Stat. § 768.72 on a proffer of Chef Bee's and Oishi Thai's intentional and malicious conduct.

WHEREFORE, 50 Eggs demands judgment against Chef Bee and Oishi Thai for all damages, all pre-judgment and post-judgment interest, costs, and any other relief that this Court deems just and proper.

**COUNT IX**  
**TORTIOUS INTERFERENCE WITH**  
**BUSINESS RELATIONSHIP AGAINST OISHI THAI**

125. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

126. 50 Eggs and Chef Bee had a business relationship under which 50 Eggs had legal rights.

127. Oishi Thai knew of the business relationship between 50 Eggs and Chef Bee.

128. Oishi Thai intentionally and without justification interfered with the business relationship between 50 Eggs and Chef Bee.

129. Oishi Thai's interference induced or otherwise caused Chef Bee not to perform.

130. As a result of the failure to perform by Chef Bee, 50 Eggs has been damaged.

131. Oishi Thai has acted intentionally and in complete disregard of 50 Eggs's rights.

As a result, 50 Eggs reserves its right to amend these pleadings to demand punitive damages pursuant to Fla. Stat. § 768.72 on a proffer of Oishi Thai's intentional and malicious conduct.

WHEREFORE, 50 Eggs demands judgment against Oishi Thai Bee for all damages, all pre-judgment and post-judgment interest, costs, and any other relief that this Court deems just and proper.

**COUNT X**  
**INJUNCTION AGAINST CHEF BEE**

132. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

133. This is a count for temporary and permanent injunction and for equitable relief.

134. 50 Eggs has been and continues to be irreparably harmed by Chef Bee's past and continuing breach of the agreement that is attached as Exhibit 2.

135. 50 Eggs has no adequate remedy at law for the ongoing damages caused by Chef Bee's past and continuing breach of the agreement.

136. 50 Eggs has a clear legal right to the requested relief. Among other things, Chef Bee agreed in the agreement that 50 Eggs would be entitled to injunctive relief in the event of breach of Chef Bee's obligations thereunder. *See* Exhibit 2 at ¶ 5.

137. The issuance of the injunction will not disserve the public interest, but rather the public interest would be served by granting the injunction.

WHEREFORE, 50 Eggs demands judgment against Chef Bee for breach of the agreement, an order enjoining Chef Bee from further breaching the covenants of the agreement, an order extending the term of Chef Bee's covenants for a period equal to the period during which he was in breach of the covenants of the agreement (*see* Exhibit 2 at ¶ 4.b), costs, attorneys' fees as permitted under the agreement and any other relief that this Court deems just and proper.

**COUNT XI**  
**VIOLATION OF FLORIDA'S DECEPTIVE AND**  
**UNFAIR TRADE PRACTICES ACT AGAINST CHEF BEE AND OISHI THAI**

138. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

139. 50 Eggs is a "Consumer" as defined in Fla. Stat. § 501.203 and otherwise is a person as that term is used in Fla. Stat. § 501.211.

140. Chef Bee and Oishi Thai have engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce by (1) soliciting employees and customers of 50 Eggs, (2) interfering with the advantageous business relationships between 50 Eggs and its employees and customers, and

(3) using marks, branding, and confidential and propriety information of 50 Eggs in the promotion of the business of Oishi Thai.

141. Before filing this lawsuit, 50 Eggs notified Chef Bee and thus Oishi Thai that they were using marks, branding, and confidential and propriety information of 50 Eggs in the promotion of the business of Oishi Thai. Chef Bee and thus Oishi Thai however did not remove 50 Eggs's marks and branding and did not stop using 50 Eggs's confidential and propriety information.

142. 50 Eggs has suffered damages as a result of Chef Bee's and Oishi Thai's deceptive acts and unfair practices.

WHEREFORE, 50 Eggs demands judgment against Chef Bee and Oishi Thai for damages, all pre-judgment and post-judgment interest, costs, attorneys' fees as permitted under Fla. Stat. § 501.2105, and any other relief that this Court deems just and proper;

**COUNT XII**  
**TORTIOUS INTERFERENCE WITH**  
**BUSINESS RELATIONSHIP AGAINST JOHN DOE**

143. 50 Eggs restates and realleges paragraphs 1 through 76 as if fully set forth herein.

144. 50 Eggs and Chef Bee had a business relationship under which 50 Eggs had legal rights.

145. John Doe knew of the business relationship between 50 Eggs and Chef Bee.

146. John Doe intentionally and without justification interfered with the business relationship between 50 Eggs and Chef Bee.

147. John Doe's interference induced or otherwise caused Chef Bee not to perform.

148. As a result of the failure to perform by Chef Bee, 50 Eggs has been damaged.

149. John Doe has acted intentionally and in complete disregard of 50 Eggs's rights. As a result, 50 Eggs reserves its right to amend these pleadings to demand punitive damages pursuant to Fla. Stat. § 768.72 on a proffer of John Doe's intentional and malicious conduct.

WHEREFORE, 50 Eggs demands judgment against John Doe for all damages, all pre-judgment and post-judgment interest, costs, and any other relief that this Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

Pursuant to Fla. R. Civ. P. 1.430, 50 Eggs demands a trial by jury on all issues so triable.

Dated: August 27, 2013

Respectfully submitted,

s/Brian L. Lerner

Brian L. Lerner, P.A. (Fla. Bar No. 177202)

Jay Kim, P.A. (Fla. Bar No. 137863)

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[jkim@kvllaw.com](mailto:jkim@kvllaw.com)

Attorneys for Plaintiff

50 Eggs Restaurant Company, LLC

# **EXHIBIT 1**

KIM VAUGHAN LERNER LLP



Attu to : Ignacio Garcia  
From : Chef Bee  
Piyarat Arreeratu.



50 Eggs, Inc. 12345 Main St. Suite 1000  
Miami, FL 33101  
Tel: 305-555-1234 Fax: 305-555-5678  
www.50eggs.com

June 20, 2012

Dear Piyarat Arreeratn:

It is my pleasure to extend the following offer of contract employment for 50 Eggs, Inc. We feel you have the leadership, management skills and financial acumen essential for success of our company and would like to offer you the opportunity to join and be an integral part of our team.

Title: Executive Chef

Salary: \$90,000

Signing Bonus: \$10,000

Ownership: 5% Non-Voting. Cash dividends based on stock percentage are effective immediately. Vesting for stock ownership over a two year period after initial three years. Fully vested after 5 years.

Health Insurance: 50% covered by employer after initial 3 months

401(k): 4% match after 1-year of service

Non-Compete Agreement: Our standard non-compete agreements must be signed prior to start.

Your employment contract with 50 Eggs, Inc. is at-will and either party can terminate the relationship at any time with or without cause and with or without notice.

Your acknowledgement that this offer letter, (along with the final form of any referenced documents), represents the entire agreement between you and 50 Eggs, Inc. and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon 50 Eggs, Inc.

If you are in agreement with the above outline, please sign below. This offer is in effect for five business days.

Sincerely,

John Kunkel  
CEO



50 Eggs, Inc. 2012  
All rights reserved. No part of this document may be reproduced without the written permission of 50 Eggs, Inc.

### ACKNOWLEDGMENT

I acknowledge that I have received the letter and accepted the offer from 50 Eggs, Inc.

PIYARAT POTHARATN

Printed Name

Signature

June 29, 2012

Date

# **EXHIBIT 2**

KIM VAUGHAN LERNER LLP

# Piyarat Arreeratn - NONDISCLOSURE AND NONINTERFERENCE AGREEMENT-50

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Please acknowledge receipt of new Nondisclosure and Noninterference agreement.

Thanks!

**Electronic Signature**

First Name: Piyarat Potha

Last Name: Arreeratn

Unique Username: b[REDACTED]@[REDACTED].com

Signed On: 12/19/2012 at 9:40 PM

Contents of file attachment on following page(s):

## NONDISCLOSURE AND NONINTERFERENCE AGREEMENT-50 EGGS RESTAURANT COMPANY, LLC

THIS NONDISCLOSURE AND NONINTERFERENCE AGREEMENT (this "Agreement") is dated as of the date set forth adjacent to the parties' signatures below (the "Effective Date"), and is entered between the company signing below as Company ("Company") and the person signing below as Disclosee ("Disclosee").

Disclosee is or intends to become an employee or independent contractor of Company. Disclosee may work for Company at the locations of it or its affiliates. During the term of Disclosee's engagement (whether as an employee or independent contractor), Company may, directly or through its affiliates, disclose confidential business information to Disclosee, and provide the Disclosee with other benefits from such engagement. As a condition of Company's retaining Disclosee as an employee or independent contractor (directly or through a subsidiary or other affiliate of Company), Disclosee has agreed to maintain the confidentiality of all such information that Company and its affiliates disclose to Disclosee and to otherwise respect their rights as set forth in this Agreement.

The parties therefore, agree as follows:

### 1. *Non-Disclosure Covenant.*

a. Subject to Section 1.d, all information or material that Company, directly or through its affiliates, discloses—whether disclosed before, on or after the Effective Date and regardless of the form in which it is disclosed, is confidential and proprietary property of Company (collectively, "Confidential Information"). Confidential Information includes customer information, contracts, advertising agreements, marketing strategies, supplier and vendor information, billing and pricing policies, training materials, policies and procedures, financial information, research, models, ideas or inventions, technology, devices, specifications, methods, designs, processes, programs, website designs, know-how, employee lists, compensation terms, equity ownership, and any other information, relating to the operation, ownership or finances of Company or any of its affiliates, or any information derived, summarized or extracted from any of the foregoing. Confidential Information also includes any other information expected by a reasonable person to be confidential.

b. Without limitation, Confidential Information is considered disclosed by Company to the extent it is learned or derived, before or after entering this Agreement, by Disclosee (including its employees, agents, contractors, advisors, or representatives, if any): (i) from any inspection, examination or other review of Company's books, records, contracts or operations; (ii) from communications with Company's employees, agents, attorneys, suppliers, vendors, independent contractors, licensees, advisors, or representatives; (iii) from any third party as a result of any breach of any confidentiality commitment to Company; or (iv) in furtherance of or in connection with Disclosee's engagement with Company. For purposes of this Section 1.b, all references to "Company" include Company's predecessors and affiliates.

c. Disclosee may examine and use the Confidential Information only to the extent necessary to perform Disclosee's obligations to Company. At all times on or after the Effective Date, Disclosee must maintain the strict confidentiality of all Confidential Information. Without Company's prior written consent, Disclosee must not directly or indirectly: (i) disclose or distribute any Confidential Information to any third party; (ii) copy any Confidential Information; or (iii) use any such information for Disclosee's own purposes or in any manner not expressly authorized under this Agreement.

d. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include any information that Disclosee demonstrates: (i) was available to or known by Disclosee on a non-confidential basis prior to disclosure by Company; or (ii) currently is or hereafter becomes generally known in the public domain through no breach of duty to Company or anyone else to whom Company owes a duty of confidence. For purposes of this Section 1.d, all references to "Company" include Company's predecessors and affiliates.

e. If Disclosee is requested or required as part of a legal process to disclose any Confidential Information, Disclosee must promptly provide Company written notice of such request or requirement so an appropriate protective order may be sought. Disclosee may disclose Confidential Information to a court, administrative agency, or governmental authority without liability under this Agreement if: (i) Disclosee is, in the reasonable written opinion of Disclosee's legal counsel delivered to Company before such disclosure, compelled under law to disclose such information to any such party or else be subject to sanction; and (ii) Disclosee has provided Company with notice of the request or requirement to disclose in accordance with the first sentence of this Section 1.e, with a reasonable opportunity to challenge such disclosure.

f. All obligations in this Agreement for protecting the information of Company apply to the same extent regarding the information of its affiliates; and to the information of any other party (such as a customer) to whom Disclosee knows or reasonably should know that Company or its affiliate owes a duty of confidentiality regarding such information, to the third party. Disclosee must ensure that it and all its affiliates (regardless of whether Company has authorized disclosure of Confidential Information to any of them), and their respective owners, officers, directors, managers, employees, contractors, agents, advisors and representatives, if any, abide by the terms of this Agreement to the same extent as Disclosee. To ensure that they do, Disclosee must supervise their access to, and use and disclosure of, the Confidential Information. Any officer or other executive of Disclosee who signs on behalf of Disclosee below, is personally bound to the terms of this Agreement to the same extent as Disclosee. Disclosee may disclose Confidential Information to such of the parties mentioned above in this Section 1.f only on a need-to-know basis for the exclusive purpose of furthering the relationship between Disclosee on one hand and Company (or its affiliate) on the other hand, or upon Company's prior written consent, and in each such case after each such person has been advised of the confidential nature of the Confidential Information and agrees in writing to be bound by the terms of this Agreement. If any of the parties referred to in this Section 1.f breach any of the terms of this Agreement, Disclosee is considered to have committed such breach.

g. At any time, if Company requests, Disclosee must immediately return to Company all Confidential Information—including copies, notes, memoranda, writings, derivative works, and other documents regarding the Confidential Information disclosed to, or otherwise in the possession or control of Disclosee.

2. *Nonsolicitation Covenant.* During the period beginning on the Effective Date and ending two years after the date of complete termination of Disclosee's engagement, voluntarily or involuntarily, with Company and all of its affiliates (such termination date, the "Termination Date," and such

period, the "Restriction Period"), Disclosee—either directly or indirectly, for himself, herself or itself, or through, on behalf of, or in conjunction with any person, partnership, corporation or other entity—must not engage or seek to engage (as an employee or contractor) in a commercial relationship any person—who is at, or was within six months before, the time that Disclosee so acts—already engaged in a commercial relationship with Company or any of its affiliates, otherwise directly or indirectly induce or seek to induce, or in any other manner influence such person to leave his, her or its engagement, nor attempt to encourage any employee, customer, vendor, consultant, lender, supplier, or other contractor, representative or material business contact of Company or any of its affiliates to terminate or otherwise disrupt its relationship with Company or any of its affiliates or to compete against Company or any of its affiliates.

3. **Nondisparagement and Brand Protection Covenants.** Disclosee shall not directly or indirectly disparage, by any means or via any medium, either Company, its affiliates or any of their respective owners, officers, directors, managers, employees, contractors, representatives, or agents, or any aspect of their existing or prospective business. Regardless of whether any disparagement occurs, and without limiting any other obligations, Disclosee acknowledges that Company has expressed a strong interest in controlling the use of its and its affiliates' trade names, trademarks, service marks, logos, symbols, and other indicia of their identities, brands, or reputations (collectively, the "Brand Property"). Accordingly, Disclosee agrees it shall not directly or indirectly refer to the Brand Property via (a) any social media (including Twitter, Facebook, YouTube, Yelp, MyPages, Pinterest, or others), website, or other similar digital technological forum that incorporates any public display feature in connection with it (even if Disclosee's communication is via any private chat or other private feature of the forum), including via any new media not yet existing (collectively, "Media"), or (b) in search-engine optimization arrangements (via Google key word programs or otherwise), sponsored advertising programs, or metatags, for commercial or other purposes; in each case of (a) or (b) other than as the Company expressly directs to perform Disclosee's duties for the Company or any of its affiliates. Without limitation, other than as the Company expressly directs for Disclosee to perform Disclosee's duties for the Company or any of its affiliates, Disclosee must not use, or assist any third party to use, the Brand Property to state or suggest, directly or indirectly, the Company's or its affiliate's endorsement, affiliation, acceptance, or promotion of any good, service, or opinion of any type (political or otherwise), or to comment or respond to any complaint or other communication. Company or its owner retains the sole right to register any or all components of the Brand Property, including any colorable imitations thereof, as part of any domain name or otherwise, and Disclosee shall not directly or indirectly take, or assist any third party to take, any action inconsistent with such rights. Disclosee's obligations under this Section are effective at all times before and after the Termination Date. If Disclosee breaches any of its commitments under this Section, without limiting Company's rights or remedies, Company may, but is not obligated, to take all action at the sole expense of Disclosee (which Disclosee must reimburse on demand) to investigate and, at Company's option (without limiting Company's rights or remedies), attempt to prevent and cure the effects of any such breach.

4. **Acknowledgments; Tolling; Severability.**

a. Disclosee acknowledges and confirms that the scope of activities prohibited in Sections 2 and 3 (and rider to this Agreement, if applicable) are necessary to protect Company's legitimate business interests and are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. Disclosee's full and faithful observance of each of the covenants contained in this Agreement will not cause any undue hardship, financial or otherwise. If Disclosee is an individual, enforcement of each of the covenants contained in this Agreement will not impair Disclosee's ability to obtain employment commensurate with his or her abilities and on terms fully acceptable to him or her or otherwise to obtain income required for the comfortable support of himself or herself and his or her family, and the satisfaction of the needs of his or her creditors.

b. The Restriction Period is tolled during any period that Disclosee is in breach of any of the terms of Section 2 (or Rider A, if applicable). Also it is tolled during the pendency of any litigation or arbitration proceeding involving any of the terms of Sections 2 (or Rider A, if applicable). If Disclosee violates any restrictions in of Section 2 (or Rider A, if applicable), the Restriction Period will be automatically extended for a period of one year from the date on which Disclosee permanently ceases such violations. Any extension of the term of the restrictions provided in Section 2 (or Rider A, if applicable) is in addition to, and not in limitation of, the remedies otherwise available to Company or its affiliates under or arising out of the Agreement. Each of the provisions of this Agreement is considered independent of any other provision in this Agreement. If any court finally holds that the time or any other provision stated in this Agreement is an unreasonable restriction on Disclosee, the provisions of this Agreement are not thereby rendered void, but apply as to time or to such other extent as such court determines is a reasonable restriction under the circumstances involved. Without Disclosee's consent, Company may reduce the duration or scope of any covenant contained in this Agreement, or any portion of that covenant, effective immediately upon delivery to Disclosee of notice thereof, and Disclosee must immediately comply with any covenant as so modified. The terms of this Section 4.b are in addition to and not in limitation of, the other terms of this Agreement.

5. **Acknowledgement of Remedies.** Disclosee agrees that calculating the amount of damages from a breach by Disclosee of any of its obligations under Sections 2 or 3 (or Rider B hereto, if applicable) would be difficult to calculate. Accordingly, the parties agree that for each individual action that by itself could reasonably be considered a breach under any such section, Disclosee must pay Company the sum of Ten Thousand Dollars (provided that, for each such action that could reasonably be considered a breach under Rider B, the sum shall be Twenty Thousand Dollars). Such commitment constitutes liquidated damages and Disclosee expressly agrees that it is not a penalty, but rather is reasonable in light of the damages that Company may reasonably be expected to suffer in such events. In any case, this commitment is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. Nor does this commitment represent a price for the privilege of not performing or its payment represent an alternative manner of performance. Accordingly, as a purely liquidated damage provision, this Section does not preclude, nor is inconsistent with, a court granting Company specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

Because of the difficulty in calculating damages for (a) breaches addressed in the paragraph above and (b) all other breaches of this Agreement, Company shall have the right and remedy, in addition to any others that may be available, at law or in equity, to have all of the provisions of this Agreement specifically enforced through injunctive or other relief. Accordingly, Company may, without notice to Disclosee and with no requirement to establish any actual or irreparable damage nor to post any bond or other security (or, if a bond is required, the amount of \$1,000 shall be deemed reasonable), seek immediate equitable and injunctive relief as may be proper, which relief will not prejudice Company's right to seek monetary relief as well, as applicable. Disclosee shall not challenge or question the enforceability of any provision of this Section.

Accordingly, Company may institute an action or other proceeding against Disclosee to obtain injunctive or declaratory relief while pursuing claims for damages based on the same set of facts. Company's rights to liquidated damages and specific performance or any other declaratory or equitable relief are not mutually exclusive. In addition to any and all other rights or remedies of Company, Disclosee must reimburse on demand Company for its costs of investigating Disclosee's breaches and collecting all amounts due Company hereunder, including reasonable attorney's fees and costs.

6. **Representations.** Disclosee represents and warrants that it has not engaged in conduct before the Effective Date that, if engaged in after that date, would be a breach of its obligations under this Agreement. Disclosee further represents and warrants that its performance of all the terms of this Agreement, and of all its duties and obligations as an employee or independent contractor of Company, does not and will not breach any agreement with any third party, including (a) any agreement to keep in confidence proprietary information, knowledge or data acquired by Disclosee in confidence or in trust prior to Disclosee's relationship with Company, or (b) any agreement between Disclosee and another party to refrain from competing, directly or indirectly, with the business of such other party. Further, Disclosee acknowledges that Disclosee has been advised to seek the advice of independent counsel, and has had adequate opportunity to seek the advice of independent counsel in connection with this Agreement, that Disclosee has read and understood its terms, and that Disclosee is signing this Agreement voluntarily and of Disclosee's own free will.

7. **No Right to Employment; Survival.** If Disclosee is an employee (including if Disclosee is entering this Agreement in connection with becoming an employee) of Company (or its affiliate), unless Company has expressly acknowledged in writing that Disclosee's employment is on only a part-time basis, Disclosee shall devote his or her full-time and best efforts to working for Company (or its affiliate), being excused only during standard vacation times and Company-approved periods of temporary absence. Disclosee acknowledges, however, that nothing in this Agreement may be deemed or construed as a contractual right of employment or compensation for any definite period of time. Disclosee's engagement with Company (or its affiliate) is at-will and either Company (or its affiliate) or Disclosee may, at any time, with or without cause and with or without notice, terminate such engagement, including all compensation and benefits arising therefrom, if any. No manager, supervisor or employee of Company (or its affiliate), other than its president/chief executive officer, has any authority to limit the Company's (or its affiliate's) discretion to modify terms and conditions of such engagement. No implied contract concerning any employment-related decision or term or condition of employment may be established by any other statement, conduct, policy or practice. However, notwithstanding the foregoing, nothing in this Agreement is intended to modify or override the right of Disclosee to be engaged for an agreed period of time by the Company (or its affiliate) pursuant to a formal written employment agreement or independent contractor agreement, if any, entered between the parties before or concurrently with this Agreement. Disclosee agrees that its obligations in this Agreement survive the termination of his, her or its engagement with Company and its affiliates, without regard to who terminated such engagement or whether any dispute exists regarding such termination.

#### 8. **Miscellaneous.**

If Company is 50 Eggs Restaurant Company, LLC, Company develops and operates one or more restaurant concepts directly or through one or more affiliates. If Company is 50 Eggs Branding Company, LLC, Company engages in providing advertising, marketing, branding and public relations services to its clients. If Company is 50 Eggs, Inc., Company's business is to own the foregoing companies and benefit from their operations. Disclosee understands that all of the foregoing companies for convenience generally use one form for all of them. Disclosee also understands that it is entering this Agreement with one of the foregoing companies, and that whichever such company signs this Agreement below shall be deemed the Company under this Agreement and the others shall not have any obligations as Company hereunder. For the purposes of this Agreement: "including (include)" means "including (include), without limitation;" "or," as in "A or B," means "A or B or both;" and, unless expressly stated to the contrary in this Agreement, "herein," "hereunder," "hereof," and "hereto" refer to this Agreement, and not to the specific section in which that term occurs. Further, the term "affiliate" means, with reference to any specified person, (i) any person that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with the specified person, (ii) any person which directly or indirectly is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person, or of which the specified person is directly or indirectly the owner of 5% or more of any class of equity securities or in which the specified person has a substantial beneficial interest, (iii) any person who is an officer, director, general partner, manager, or trustee of, or serves in a similar capacity with respect to, the specified person or entity, (iv) any relative or spouse of the specified person, or (v) any trust created by the specified person for the benefit of such person's spouse or relatives. As used herein, the terms control, controlling and controlled shall be defined as such terms are commonly defined under Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended. All rights granted to "Company" in this Agreement (including its riders, if any) are deemed to grant the same rights to its respective affiliates for whom Disclosee performs services or at whose locations Disclosee works, and such affiliates may at their election enforce such rights under this Agreement, *mutatis mutandis*, to the same extent Company may do so, in their own respective names. All notices, requests, demands, consents and other communications required or permitted under this Agreement must be in writing and must be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested, or sent by facsimile or email (provided that the sender confirms the facsimile or email by delivering an original confirmation copy by mail or expedited delivery service, in accordance with this Section, with three business days after transmission), addressed to the parties at their respective addresses set forth adjacent to their respective signatures below or to such other address as that party may designate by notice complying with the terms of this Section. Each such notice is considered delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission (provided confirmation is sent as described above, if by facsimile or email); or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered.

This Agreement (and any riders entered pursuant to the terms hereof) represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations, if any, made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement are of any force. Notwithstanding the foregoing, nothing in this Agreement is deemed to affect the terms of any promotion and project agreement that the parties may have entered concurrently with this Agreement, which shall remain in effect in accordance with the terms of any such agreement. This Agreement and all rights and duties hereunder are personal to Disclosee and must not be assigned or delegated by Disclosee without the prior



written consent of Company. Company may assign any or all of its rights or delegate its obligations under this Agreement. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement. Only the president/chief executive officer of Company has the authority to act on Company's behalf to amend, supplement, waive, or otherwise modify any terms of this Agreement, or to grant any consent hereunder. All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective legal representatives, heirs, successors and permitted assigns. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, does not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. A waiver by any party of any breach of any provision of this Agreement is not to be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case, of itself, entitles such party to any other or further notice or demand in similar or other circumstances. A substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or will occur in Miami-Dade County, Florida. Therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement must be brought only in the courts of record of the State of Florida in Miami-Dade County or the District Court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Florida. This Agreement must be construed in accordance with the internal laws of the State of Florida, disregarding its conflicts-of-law principles, except to the extent any federal law concerning intellectual property rights applies. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Confirmation of execution of this Agreement (including any riders to it) electronically or by telecopy or scanned and emailed signature page shall be binding upon any party so confirming.

**Riders.** If any of the boxes next to the riders below are checked or such riders are otherwise signed by Disclosee, such riders shall be considered a part of this Agreement and shall be fully incorporated herein:

- i) Rider A – Noncompete Covenant
- ii) Rider B – License and Promotional Rights
- iii) Rider C – Developments

The parties have executed this Agreement as of the following date: \_\_\_\_\_, [if blank the date shall be the date that Disclosee signed this Agreement]

**COMPANY:**

Insert company name below:

**DISCLOSEE:**

Insert disclosee name below

(complete blank immediately below with a company name only if both of the following apply: Disclosee is a contractor instead of an employee, and Disclosee is a company instead of an individual; otherwise complete blank immediately below with an individual's name):

**50 EGGS RESTAURANT COMPANY, LLC**

\_\_\_\_\_

By: John Kunkel  
*signed electronically*

By: \_\_\_\_\_

Print Name: John Kunkel

Print Name:

Title: Chief Executive Officer

Title (complete blank for signer's title immediately below only if a Company name is filled in according to the instructions above):

\_\_\_\_\_

Company Address:

Disclosee Address:

4770 Biscayne Blvd, Suite 1280, Miami, FL 33137

[if address is blank, it shall be the address that Disclosee provided in his or her application materials to Company]

RIDER A

NONCOMPETE COVENANT

This is a rider to that certain Nondisclosure and NonInterference Agreement to which the undersigned is a party. All initial capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in such agreement.

1. For the purposes of this Rider, "Competitive Business" means a business that engages, wholly or partially, directly or indirectly, in offering or assisting in offering goods or services that are the same as or similar to those Company is offering to its customers (or which Company can demonstrate it has bona fide intent to sell and it has allocated human resources or financial resources to do so), and regardless of whether the business is operated for profit. Competitive Business includes any Designated Business. If Company is any entity other than 50 Eggs Branding Company, LLC, "Designated Business" means any fast food, fast casual, or other restaurant business. If Company is 50 Eggs Branding Company, LLC, "Designated Business" means any advertising, marketing, branding or public relations business. Notwithstanding the foregoing, no business shall be considered competitive unless it is located, or provides goods or services, in Miami-Dade County, Florida, or within 6 miles of any business location then operated or under lease by Company or any of its affiliates.
2. During the Restriction Period, Disclosee—either directly or indirectly, for himself, herself or itself, or through, on behalf of, or in conjunction with any person, partnership, corporation or other entity—must not:
  - a. as owner, officer, director, employee, contractor (as a consultant, advisor, franchisee, supplier or otherwise), agent, lender, lessor, broker, or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, of any Competitive Business; or
  - b. in any other manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize Company's existing or prospective business.
3. Disclosee acknowledges Disclosee has received or will receive significant special training and information from Company regarding its business, that apply in particular to such business and not to businesses in general, and that the use of such training and information to compete against Company would constitute a serious threat to Company, and that Company has a legitimate interest in preventing such threat.
4. The execution of this rider, or lack thereof, does not limit in any way the rights of Company or its affiliates under any applicable laws or under the Nondisclosure and NonInterference Agreement, that may exist independent of the rider.

**DISCLOSEE:**

Insert disclosee name below

*(complete blank immediately below with a company name only if both of the following apply: Disclosee is a contractor instead of an employee, and Disclosee is a company instead of an individual; otherwise complete blank immediately below with an individual's name):*

\_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title *(complete blank for signer's title immediately below only if a Company name is filled in according to the instructions above):*

\_\_\_\_\_

RIDER B

LICENSE AND PROMOTIONAL RIGHTS

This is a rider to that certain Nondisclosure and Noninterference Agreement to which the undersigned is a party. All initial capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in such agreement.

1. Promotions. The parties desire for Company or one or more of its affiliates, through the expenditure of time, energy, skill, and money, to promote as Company periodically deems appropriate, Disclosee's name, and reputation, directly and through a variety of public relations projects, to attempt to generate public goodwill and recognition toward Disclosee's name and reputation, all on the terms and conditions contained herein.
2. Term. This rider's term shall be from the Effective Date through the end of the 30th day following the Termination Date (or through such later date for Company and its affiliates not to be in breach of any binding legal agreement then in effect, but in no event may such date be later than 6 months after the Termination Date (the "Term").
3. License of Property Rights.
  - a. Subject to the terms and conditions set forth herein, Disclosee grants to Company the exclusive right (the "License") during the Term to, in any manner Company deems appropriate use, lend, disseminate, reproduce, license or otherwise exploit the Property Rights in connection with the advertisement, promotion, lease or sale of any goods or services. For all purposes of this Rider, the Property Rights mean Disclosee's name, nickname, initials, likeness (visual, voice or otherwise), facsimile signature, other identifying indicia, endorsement, and food and beverage recipes that that Disclosee creates (alone or with others), and all names, marks and other indicia of Disclosee that may be confusingly similar to the foregoing—in all of the foregoing cases that currently exist or arise during the Term.
  - b. Disclosee agrees that the license described above is exclusive to Company or its affiliates that it designates. Except either as Company may periodically require by notice to Disclosee or Disclosee is expressly authorized solely for personal purposes under Section 3.c of this Rider, during the Term Disclosee shall not, directly or indirectly, use, or grant any third party the right to use, the Property Rights in any manner, including to promote himself or herself or to sell any goods or services. In addition, Disclosee agrees that Disclosee is not entitled to any compensation received by Company as a result of any use of the Property Rights by Company, except as otherwise agreed in writing.
  - c. Nothing in the license granted under this Section 3 of this Rider restricts Disclosee from using the Property Rights solely for permitted noncommercial purposes. Permitted noncommercial purposes means use only as follows: Disclosee may use any of the Property Rights to identify himself or herself solely to the extent (i) Disclosee would not be readily identifiable without using such indicia; (ii) such use is limited to only what is reasonably necessary to identify Disclosee for the purpose so used; and (iii) Disclosee does not engage in conduct where Disclosee's identity is used by Disclosee or any third party to advertise, promote, lease or sell any good or service, for profit or otherwise, other than as Company may periodically request in writing. Further, nothing in the license granted under this Section 3 of this Rider restricts Disclosee from using the Property Rights solely for any other purposes that Company expressly consents to in writing.
4. Cooperation. If requested to do so by Company, pursuant to Company's periodic directions, Disclosee shall:
  - a. make himself or herself available for photographs, videos, sound recordings, autographs, or other similar or related assistance for use in any advertising, marketing or other materials that incorporate or otherwise use the Property Rights;
  - b. provide copies of his or her recipes;
  - c. make public appearances; and
  - d. provide other cooperation related to the foregoing services.

To fulfill his or her obligations above, Company shall not require Disclosee to perform more than 120 hours of service at Company's or any third party-required job site per calendar quarter.
5. Acknowledgements. The execution of this rider, or lack thereof, does not limit in any way the rights of Company or its affiliates under any applicable laws or under the Nondisclosure and Noninterference Agreement, that may exist independent of the rider. Disclosee shall not engage in any conduct that reduces any goodwill toward or value of the Property Rights. Disclosee acknowledges and agrees that Disclosee's success in developing opportunities or enhancing Disclosee's reputation under this Rider is speculative and will depend on many factors. Such factors include, to a large extent, Disclosee's own conduct. Disclosee understands and agrees that no minimum commitments or outcomes have been promised, directly or indirectly, regarding any publicity or other efforts of Company or its affiliates to be undertaken hereunder, but that in the event of the success of such efforts the parties may benefit during their relationship and Disclosee may have the opportunity to continue benefiting from such publicity and other efforts thereafter.

**DISCLOSEE:**

Insert disclosee name below

*(complete blank immediately below with a company name only if both of the following apply: Disclosee is a contractor instead of an employee, and Disclosee is a company instead of an individual; otherwise complete blank immediately below with an individual's name):*

\_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title *(complete blank for signer's title immediately below only if a Company name is filled in according to the instructions above):*

\_\_\_\_\_

**RIDER C  
DEVELOPMENTS**

**(FOR DESIGNATED CONTRACTORS AND EMPLOYEES PROVIDING CREATIVE SERVICES)**

This is a rider to that certain Nondisclosure and Noninterference Agreement to which the undersigned is a party. All initial capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in such agreement.

1. Disclosee must make full and prompt disclosure to Company of all inventions, improvements, ideas, processes, designs, know-how, concepts, approaches, discoveries, methods, developments, software, and works of authorship, whether or not registrable under applicable copyright or trademark law, or licensable, which during the Restriction Period are created, made, conceived, or reduced to practice by Disclosee or under its direction or jointly with others, whether or not during normal working hours or on the premises of Company (collectively "Developments"), if the Developments (a) relate to the existing or prospective business, research or development work of Company or its any of its affiliates, or (b) were created, made, conceived, or reduced to practice in any way using Company's or any of its affiliate's equipment, supplies, facilities, or any information obtained from Company.
2. All Developments shall be the sole and exclusive property of Company. Disclosee shall keep complete, accurate, and authentic information and records on all Developments in the manner and form reasonably requested by Company. Such information and records, and all copies thereof, shall be the property of Company. Disclosee specifically acknowledges and agrees that all Developments by Disclosee as an independent contractor of Company, if any, constitute "works made for hire" under all applicable laws, including the copyright laws of the United States, Company shall be considered the author of the Developments (including any derivative works relating thereto) for all purposes and the owner of all the rights comprised in the undivided copyright (and all renewals and extensions thereof) in and to the Developments and of any and all related copyrights, copyright applications, patents, patent applications, trademarks, trademark applications and other intellectual property rights. Disclosee has no reserved rights of any nature in the Developments. In the event (and to the extent) that the Developments or any part or element thereof created by Disclosee as an independent contractor of Company, if any, are determined not to be "works made for hire" within the meaning of any applicable law, Disclosee agrees to assign, and does hereby assign, to Company (or any person or entity designated by Company) all Disclosee's right, title and interest in and to all Developments and all related copyrights, copyright applications, patents, patent applications, trademarks, trademark applications and other intellectual property rights. The foregoing shall be effective as to each item of the Developments as of the moment such item is fixed in a tangible medium whether or not such item is complete. Disclosee hereby waives any and all rights, which it may have now or in the future, in the Developments.
3. Disclosee agrees that Company has the right to modify, revise, augment, or otherwise change the Developments. Without any liability therefor, Company has final and ultimate say over whether any, and, if so, what additional changes may be made. Disclosee represents, warrants, and covenants that each Development shall be an original work of authorship and that no Development shall infringe on any third party's rights, including, any copyright or other intellectual property right. Disclosee must indemnify Company from any action, judgment, liability, damage, cost, or expense that it may incur or to which it may become subject in connection with any third-party claim asserted against Company relating to a breach of this Rider.
4. Disclosee agrees to perform all further acts and to execute and deliver all further documents that Company may reasonably request so as to validate, confirm, or perfect its exclusive rights in the Work, including, without limitation, any instruments that may be necessary for Company to obtain federal copyright registration of the Work. Disclosee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney-in-fact to execute and file any and all applications and other necessary documents and to do all other lawfully permitted acts to further the prosecution, issuance, or enforcement of patents, copyrights, trade secrets, and similar protections related to the Work with the same legal force and effect as if Disclosee had executed them itself. The terms of this Rider survive the expiration of the Restriction Period.
5. The term "Developments" includes without limitation, ad copy, photographs, software code, graphic design, recipes, articles, stories, books, and marketing materials. The execution of this rider, or lack thereof, does not limit in any way the rights of Company or its affiliates under any applicable laws (including copyright laws) or under the Nondisclosure and Noninterference Agreement, that may exist independent of the rider.

**DISCLOSEE:**

Insert disclosee name below

*(complete blank immediately below with a company name only if both of the following apply: Disclosee is a contractor instead of an employee, and Disclosee is a company instead of an individual; otherwise complete blank immediately below with an individual's name):*

\_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title *(complete blank for signer's title immediately below only if a Company name is filled in according to the instructions above):*

\_\_\_\_\_