

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL DISTRICT
COUNTY OF CHARLESTON	)	CASE NO.: 2019-CP-10-_____
)	
LOCALS BAR, LLC)	
Plaintiff,)	
	)	SUMMONS
vs.)	
)	
MARCOS RAMIREZ TORO,)	
individually and d/b/a TOBO)	
SUSHI, LLC, REVELRY BREWING)	
COMPANY , SNAPPER JACKS)	
SEAFOOD RESTAURANT AND BAR))	
Defendants.)	
_____)	

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint to the Plaintiff or Plaintiff's attorney, Jay S. Masty of DeLUCA & MAUCHER, at their office of 102 Marilyn Street, Post Office Box 9, Goose Creek, South Carolina 29445, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief as prayed for in said Complaint.

DeLUCA & MAUCHER, LLP
Attorneys at Law

S/ Jay S. Masty
Jay S. Masty, Esquire
P.O. Box 9, 102 Marilyn Street
Goose Creek, SC 29445
(843) 572-1711 Phone
(843) 572-1285 Fax
Jay@delucamaucher.com
Attorney for Plaintiffs

Goose Creek, South Carolina

This the 19th day of November, 2019.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL DISTRICT
COUNTY OF CHARLESTON	)	CASE NO.: 2019-CP-10-_____
)	
LOCALS BAR, LLC)	
Plaintiff,)	
	)	COMPLAINT
vs.	)	(Non-Jury)
	)	(Breach of Contract)
MARCOS RAMIREZ TORO,	)	(Tortious Interference with Contract)
individually and d/b/a TOBO	)	(Motion for Permanent Injunction)
SUSHI, LLC, REVELRY BREWING)	
COMPANY , SNAPPER JACKS)	
SEAFOOD RESTAURANT AND BAR))	
Defendants.)	
_____)	

NOW COMES THE PLAINTIFF, LOCALS BAR, LLC, and for its Complaint against TOBO SUSHI, REVELRY BAR AND SNAPPER JACKS would show unto this Honorable Court:

AS TO JURISDICTION AND PARTIES

- 1 The Plaintiff, LOCALS BAR, LLC., is a South Carolina limited liability corporation duly organized and existing under the laws of the State of South Carolina. (This Plaintiff is hereinafter referred to as "LOCALS"). Plaintiff is licensed and does conduct business in South Carolina operating as a restaurant facility situate City of Mount Pleasant, County of Charleston, State of South Carolina.
- 2 The Defendant, TOBO SUSHI, LLC., is upon information and belief, a corporation duly organized and existing under the laws of the State of South Carolina. (This Defendant is hereinafter referred to individually as "TOBO" and collectively with other Defendants as "Defendants"). This Defendant is licensed and does conduct business as an independent contractor providing on-site production of sushi and related food items at LOCALS among other places.
- 3 The Defendant, Marcos Ramirez Toro, individually and d/b/a TOBO SUSHI, LLC is, upon information and belief, a citizen and resident of the city of Mt. Pleasant, State of South Carolina. (This Defendant is hereinafter referred to individually as "TORO" and collectively with other Defendants as "DEFENDANTS"). This Defendant does conduct business as an independent contractor providing onsite production of sushi and related food items as Locals among other places.

Upon information and belief, the Defendant Toro is the sole member of TOBO Sushi, LLC or is a sole proprietorship operating as TOBO Sushi, LLC.

- 4 The Defendant, REVELRY BREWING COMPANY, is upon information and belief, a corporation duly organized and existing under the laws of the State of South Carolina. (This Defendant is hereinafter referred to individually as “REVELRY” and collectively with other Defendants as “Defendants”). This Defendant is licensed and does conduct business as a restaurant situate City of Charleston, County of Charleston, State of South Carolina.
- 5 The Defendant, SNAPPER JACKS SEAFOOD RESTAURANT AND BAR, is upon information and belief, a corporation duly organized and existing under the laws of the State of South Carolina. (This Defendant is hereinafter referred to individually as “JACKS” and collectively with other Defendants as “Defendants”). This Defendant is licensed and does conduct business as a restaurant situate City of Folly Beach, County of Charleston, State of South Carolina.
- 6 This Honorable Court has jurisdiction over both parties and subject matter of this litigation.

AS TO BACKGROUND FACTS

- 7 This Plaintiff reiterates ALL allegations contained in this Pleading as if fully set forth verbatim herein.
- 8 On or about June 15, 2015, LOCALS and TOBO and TORO entered into a SERVICE AGREEMENT (hereinafter referred to as “Agreement”). (A copy of this Agreement is attached hereto, marked as Exhibit “A” and by reference, incorporated herein).
- 9 Thereafter, and in reliance on the Agreement, TOBO and TORO was retained to provide services and product as set forth in the Agreement at the LOCALS restaurant.
- 10 Thereafter, TOBO and TORO learned and was educated by LOCALS in the making and provision of certain food products.
- 11 As part of his work with LOCALS, TOBO and TORO became aware of certain information unique to LOCALS and unique to the competing restaurant business and unique to the Charleston, South Carolina hospitality industry, including but not limited to, certain menu items.
- 12 As part of his work with LOCALS, TOBO and TORO became aware of certain

invaluable information and “trade secrets” that, if made known to others in the restaurant and bar industry in Charleston county, could, have a deleterious affect on the business of the Plaintiff. Specifically, this Defendant learned, inter alia:

- A Operation Techniques;
- B Purchasing Techniques;
- C Pricing Techniques;
- D Management Techniques;
- E Customer lists;
- F Food preparation; and
- G ETC.

All of the foregoing which were generated and developed by LOCALS.

- 13 The terms and conditions of said Agreement set forth, inter alia, a term duration of the Agreement to June 15, 2020.
- 14 The terms and conditions of said Agreement set forth, inter alia, a NON-COMPETITION clause which states that:

...TOBO agrees to give notice to LOCALS of any expressed offer to provide on-site food production services to any restaurant outside of the city limits of Mount Pleasant, South Carolina, but within the tri-county area.

Upon such notice, the parties agree to negotiate in good faith... during which Locals will have a first right of refusal....

- 15 Upon information and belief, before 2019, TOBO and TORO reached agreements with JACKS and REVELRY to provide sushi and related food items. Both JACKS and REVELRY are engaged in the similar business as LOCALS, serving food and drink to local members of the community and visitors to the Charleston area.
- 16 TOBO and TORO never provided to LOCALS a first-right (of refusal) to provide food services as set forth in the Agreement.
- 17 In October/November of 2019, all Defendants were made aware of 1) the existence and content of the Agreement and 2) TOBO's and TORO's violation thereof.

- 18 TOBO and TORO are, upon information and belief, actively involved in the specific employment which is directly and explicitly restricted under the aforementioned restrictions set forth in the Agreement.
- 19 TOBO and TORO are now engaged in using information created and learned from LOCALS while working with LOCALS, to the detriment of the Plaintiff at Defendant REVELRY and JACKS locations.
- 20 REVELRY and JACKS are benefitting from the use of TOBO and TORO as well as benefitting from the information and education received by TOBO and TORO during its time with LOCALS.
- 21 Since receipt of said information, including the agreement between LOCALS and TOBO and TORO, upon information and belief, REVELRY and JACKS have continued to employ or work with TOBO and TORO in the provision of sushi and related food products at their restaurant locations.
- 22 The Plaintiff has complied with each and every agreement, covenant, condition, understanding and undertaking set forth in the Agreement described supra.
- 23 The acts of these Defendants are in derogation of the rights of the LOCALS and the goodwill of LOCAL's business.
- 24 The Defendants have acted, in concert, with intent to injure, harass and damage the business of the Plaintiff.
- 25 The Plaintiff is informed and believes that it is losing customers to the Defendant locations due to TOBO's and TORO's work at JACKS and REVELRY.
- 26 The wrongful acts of these Defendants derive income which in part, is money that should be paid to the Plaintiff.
- 27 The Plaintiff is without an adequate remedy at law.
- 28 The Plaintiffs likelihood of success on the merits of this action is appreciable.

AS TO A FIRST AND SECOND CAUSE OF ACTION
AS TO DEFENDANTS REVELRY AND JACKS
(Tortious Interference With The Contract)
(Injunctive Relief)

- 29 The Plaintiff specifically incorporates all allegations contained in this pleading as if fully set forth verbatim herein.

- 30 REVELRY AND JACKS have notice of the contract between LOCALS and TOBO and TORO.
- 31 REVELRY and JACKS have tortuously interfered with the Plaintiff's contract with TOBO and TORO (AFTER NOTICE) and has wilfully and wrongfully interfered with said covenant not to compete by and between Plaintiff and TOBO and such wrongful conduct is a continuing effort.
- 32 REVELRY and JACKS conduct herein is in furtherance of a scheme to obtain and convert to personal use and financial gain the information, trade secrets, employees, independent contractors and records of the Plaintiff.
- 33 Unless REVELRY and JACKS is restrained and enjoined from the wrongful acts set forth herein and from interfering with the business of Plaintiff by employing TOBO and TORO, Plaintiff shall suffer irreparable and immediate damage for which there is no adequate remedy at law.
- 34 In addition to its rights to equitable relief for those matters without adequate remedy at law, this Plaintiff specifically seeks both actual and punitive damages against REVELRY and JACKS for its claims which direct calculable economic damage or loss to the Plaintiff, to wit, moneys earned from REVELRY and JACKS relationship with Defendants TOBO and TORO. (This prayer is limited only to those moneys earned by JACKS and REVELRY after notice of the Agreement).
- 35 As a direct and proximate result of the conduct of REVELRY and JACKS acting jointly and severally with TOBO and TORO, this Plaintiff seeks equitable relief, actual damages and punitive damages to be determined by the trier of fact.

AS TO A THIRD AND FOURTH CAUSES OF ACTION

AS TO DEFENDANT TOBO

(Breach of Contract)

(Injunctive Relief)

- 36 The Plaintiff specifically incorporates all allegations contained in this pleading as if fully set forth verbatim herein.
- 37 Since his employment with REVELRY and JACKS, TOBO and TORO have actively engaged in using information learned while working with LOCALS under the Agreement, to the detriment of the Plaintiff .
- 38 Unless TOBO and TORO are restrained and enjoined from the wrongful acts set forth herein the Plaintiff shall suffer irreparable and immediate damage for which there is no adequate remedy at law.

- 39 As a direct and proximate result of TOBO's and TORO's breach of contract and more specifically, breach of the covenant not to compete, LOCALS prays for immediate injunctive relief.
- 40 In addition to its rights to equitable relief for those matters without adequate remedy at law, this Plaintiff specifically seeks both actual and punitive damages against TOBO and TORO for its Breach of the Agreement, this to specifically include a percentage of ALL moneys earned by TOBO and TORO in breach of the Agreement with the Defendants and ALL others TOBO and TORO may be wrongfully doing business with.
- 41 As a direct and proximate result of Defendant TOBO's breach of contract and more specifically, breach of the covenant not to compete, the Plaintiff has been injured and is entitled to actual damages and punitive damages as determined by the trier of fact.

AS TO A FIFTH CAUSE OF ACTION
AS TO DEFENDANTS

- 42 The Plaintiff specifically incorporates all allegations contained in this pleading as if fully set forth verbatim herein.
- 43 The Plaintiff herein places these Defendants on notice that it shall bring an action for a Permanent Injunction to enjoin the Defendants TOBO and TORO from employment with the Defendant JACKS AND REVELRY in any particular whatsoever.

AS TO A SIXTH CAUSE OF ACTION
AS TO ALL DEFENDANTS

- 44 The Plaintiff specifically incorporates all allegations contained in this pleading as if fully set forth verbatim herein.
- 45 The Defendants are engaged in an ongoing and unfair method of competition and unfair or deceptive acts or practices in the conduct of trade.
- 46 The Plaintiff has suffered economic loss as a direct and proximate cause of the wrongful action of these Defendants.
- 47 The wrongful conduct of the Defendants as set forth herein represents conduct in trade which has an adverse impact upon the public interest and has a potential for repetition.
- 48 The wrongful acts set forth herein by the Defendants, represent a violation of the South Carolina Unfair Trade Practices Act.

- 49 As a direct and proximate cause of the conduct of these Defendants herein, the Plaintiff has been damaged and seeks actual damages, treble damages and attorney's fees and costs as allowed by law.

WHEREFORE, this Plaintiff respectfully requests:

- A A permanent injunction order enjoining JACKS AND REVELRY from working with TOBO and TORO in any position related to Sushi and related food product;
- B A permanent injunction order enjoining TOBO and TORO from providing services contrary or in violation to the Agreement;
- C For an Order of Judgment for actual damages against these Defendants, jointly and severally;
- D For an Order of Judgment for punitive damages against these Defendants, jointly and severally;
- E For an Order of Judgment for attorney's fees against these Defendants, jointly and severally;
- F For an Order of Judgment for treble damages against these Defendants, jointly and severally;
- G and for such other and further relief as this Court may deem just and proper.

DeLUCA & MAUCHER, LLP
Attorneys at Law

S/ Jay S. Masty
Jay S. Masty, Esquire
P.O. Box 9, 102 Marilyn Street
Goose Creek, SC 29445
(843) 572-1711 Phone
(843) 572-1285 Fax
Jay@delucamaucher.com
Attorney for Plaintiffs

Charleston, South Carolina

This the 19th day of November, 2019.