



**JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. 1332 because there is complete diversity between the parties and the amount in controversy exceeds \$75,000.

4. Venue is proper because a substantial part of the events giving rise to the claims occurred in this judicial district.

**FACTS**

5. On July 22, 2008, GTSI entered into a "Teaming Agreement" with Dell Marketing L.P. and Dell Federal Systems, L.P. ("Dell") setting out specially negotiated terms, strategies, services, and pricing uniquely developed by them in connection with a confidential bid proposal for a contract on which GTSI was to be a subcontractor. The bid was being made in response to a request for proposal ("the RFP") from the U.S. Department of Homeland Security for competitive bids for a single award to provide IT services.

6. The Teaming Agreement document and its terms were part of GTSI's confidential and proprietary proposal and was not a public document.

7. GTSI and Dell specified in the Teaming Agreement that the contents were confidential and that all information regarding strategy, preferred pricing and product information were proprietary and confidential. The parties mutually agreed to protect the confidentiality of the Teaming Agreement and the negotiated terms, strategies, services, and pricing, and to take all reasonable measures to prevent disclosure to third parties.

8. In furtherance of protecting the confidentiality of the Teaming Agreement and its contents, only certain senior officers of GTSI and Dell were involved in the

negotiations, provided with access to the Teaming Agreement document and informed of the specific details of its contents. Furthermore, all of the GTSI employees with knowledge of or access to the Teaming Agreement were subject to a written confidentiality and non-disclosure agreement as part of their employment.

9. Wildflower submitted a competing bid for the RFP.

10. The RFP contract was awarded to MultimaxArray FirstSource, a company with which GTSI was a subcontractor for the RFP contract.

11. Wildflower filed a Small Business Administration "size protest" of the RFP contract award with the Department of Homeland Security ("DHS") and the Small Business Administration ("SBA") in September 2008.

12. In the protest, Wildflower relied upon and provided DHS and the SBA with a copy of the Teaming Agreement.

14. In the protest, Wildflower quoted extensively the terms of the Teaming Agreement.

15. As a result of the September 2008 protest, GTSI first learned that Wildflower was in possession of a copy of the Teaming Agreement.

16. GTSI immediately conducted an internal investigation of its personnel and systems to determine from whom and or how Wildflower obtained a copy of the Teaming Agreement. GTSI was unable to identify the source.

17. GTSI also contacted Dell and was informed by Dell that it was not Wildflower's source for the copy of the Teaming Agreement.

18. Acting in an abundance of good faith, GTSI sent Wildflower a letter dated December 8, 2008, advising Wildflower that the Teaming Agreement document was

confidential, a fact that is obvious in the terms of the document and under federal law. GTSI requested that Wildflower disclose its source for the Teaming Agreement and return all copies immediately. GTSI also requested that Wildflower return any other non-public GTSI material that may be in its possession. Wildflower failed to even respond.

19. On December 18, 2008, GTSI sent Wildflower a second, more forceful letter, demanding to know how Wildflower obtained a copy of the Teaming Agreement and for its return. GTSI again also requested that Wildflower return any other non-public GTSI material that may be in its possession. On December 23, 2008, Wildflower, through its counsel sent a non-responsive letter that did not disclose how Wildflower came by the document. Nor did Wildflower return the Teaming Agreement or any other documents.

20. Having exhausted all reasonable efforts to find out from Wildflower how it obtained the Teaming Agreement and to obtain the return of the document, on information and belief, GTSI alleges that Wildflower willfully and wantonly misappropriated the Teaming Agreement and other confidential proprietary information from GTSI.

### **COUNT I**

#### **Violation of Va. Code Section 59.1-336, et seq. (The Virginia Uniform Trade Secrets Act)**

21. The foregoing paragraphs are realleged and incorporated herein.

22. The Teaming Agreement is proprietary and confidential, and contains “trade secret” information as that term is defined in the Virginia Uniform Trade Secrets Act because the Teaming Agreement is a compilation of strategies and information regarding IT products and pricing specifically tailored for the competitive advantage of GTSI and Dell in seeking contracts with the Department of Homeland Security.

23. The disclosure of the Teaming Agreement to Wildflower and to other third parties provides Wildflower and those third parties with a competitive advantage against GTSI in making pricing and product proposals to undercut GTSI's bids in the public and private sector under future IT contracts.

24. Wildflower has also used the Teaming Agreement to make false, misleading and damaging accusations against GTSI for purposes of damaging GTSI as a future competitor for delivery of IT services to the government and the private sector.

25. The information contained in the Teaming Agreement is not available to GTSI's competitors from other lawfully available sources, particularly given that the strategies, products and pricing were specifically negotiated between GTSI and Dell for their joint economic advantage in bidding against competitors such as Wildflower.

26. GTSI made all reasonable efforts to maintain the confidentiality of the Teaming Agreement and its terms. Both of the teaming partners were prohibited from publicizing the existence or details of the agreement. In addition, all GTSI employees were required to sign a Confidentiality and Non-Disclosure Agreement, which encompassed the Teaming Agreement. Moreover, only those employees who had a "need-to-know" had access to the Teaming Agreement.

27. On information and belief, Wildflower obtained a copy of the Teaming Agreement, and possibly other GTSI proprietary documents, through willful and wanton misappropriation from a person at GTSI in Virginia whom Wildflower knew or should have known was not authorized to disclose it.

28. In the alternative, Wildflower obtained a copy of the Teaming Agreement, and possibly other GTSI proprietary documents, through willful and wanton

misappropriation from GTSI's premises or electronic document systems in Virginia with full knowledge that such access was not authorized.

29. GTSI has been damaged by Wildflower's misappropriation of its trade secret.

WHEREFORE, GTSI requests that this Court:

- a. Compel Wildflower to disclose its source for the Teaming Agreement;
- b. Compel Wildflower to return all copies of the Teaming Agreement, and any other GTSI proprietary material, and to permanently delete from its electronic systems and its employees' electronic systems all copies and compilations or records that refer or relate to the Teaming Agreement or other GTSI proprietary material;
- c. Enjoin Wildflower from any further use and or disclosure of the Teaming Agreement or the fact of the Teaming Agreement's existence or contents;
- d. Enjoin Wildflower from any use and or disclosure of any GTSI proprietary material that may be in its possession, and from any use and or disclosure of the fact of the existence or contents of such proprietary material;
- e. Award GTSI actual and compensatory damages;

- f. Award GTSI punitive damages of \$350,000.00 as permitted by Va. Code sec. 59.1-338;
- g. Award GTSI its attorney fees and costs as permitted by Va. Code sec. 59.1-338; and
- h. Award GTSI such other relief as is allowed by law or fair and just.

Respectfully submitted,

  
John M. Murdock (VSB # 26647)  
Janine S. Benton (VSB # 38481)  
BENTON POTTER & MURDOCK, P.C.  
150 S. Washington Street, Suite 202  
Falls Church, Virginia 22042  
(703) 992-9255 (main)  
(703) 992-6950 (direct)  
(703) 832-0211 (facsimile)  
[jm@bentonpottermurdock.com](mailto:jm@bentonpottermurdock.com)  
[jb@bentonpottermurdock.com](mailto:jb@bentonpottermurdock.com)

CIVIL COVER SHEET

Use JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating a civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

(a) PLAINTIFFS
(b) County of Residence of First Listed Plaintiff Fairfax County
(c) Attorney's (Firm Name, Address, and Telephone Number)
M. Murdock, Benton Potter & Murdock, P.C., 150 So. Washington Street, Ste 202A, Falls Church VA 22046 (703)

DEFENDANTS
County of Residence of First Listed Defendant Sante Fe County
NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
Attorneys (If Known)

I. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1) U.S. Government Plaintiff
2) U.S. Government Defendant
3) Federal Question (U.S. Government Not a Party)
4) Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)
1) Original Proceeding
2) Removed from State Court
3) Remanded from Appellate Court
4) Reinstated or Reopened
5) Transferred from another district (specify)
6) Multidistrict Litigation
7) Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC Section 1332
Brief description of cause:
Violation of Virginia Uniform Trade Secrets Act

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 350,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 2/09/09
SIGNATURE OF ATTORNEY OF RECORD
FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE



Court Name: United States District Court  
Division: 1  
Receipt Number: 14683003006  
Cashier ID: rbroaden  
Transaction Date: 02/09/2009  
Payer Name: BENTON

---

CIVIL FILING FEE

For: BENTON

Amount: \$350.00

---

CHECK

Remitter: BENTON

Check/Money Order Num: 2295

Am't Tendered: \$350.00

---

Total Due: \$350.00

Total Tendered: \$350.00

Change Am't: \$0.00

---

FILING FEE NEW SUIT

109CV123