IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FIELDTURF USA, INC., Plaintiff, v. POLYLOOM CORPORATION OF AMERICA, d/b/a TenCate Americas and MARTIN OLINGER, Defendants.	Civil Action No. 1:24-cv-02472-VMC

ORDER

This matter is before the Court on the following motions:

- Defendant Polyloom Corporation of America d/b/a TenCate Americas ("TenCate")'s Motion to Dismiss Amended Complaint (Doc. 70); and
- Defendant Martin Olinger's Motion to Dismiss Amended Complaint (Doc. 71).

Background[1]

I. FieldTurf

FieldTurf USA, Inc. ("FieldTurf") is one of the world's leading artificial turf companies that designs, manufactures, and sells cutting-edge sports surfaces.

[1] Because this case is before the Court on a Motion to Dismiss, the following facts are drawn from Plaintiff's Amended Complaint and are accepted as true. *Cooper v. Pate*, 378 U.S. 546, 546 (1964). Quotation marks are omitted from Amended Complaint excerpts to improve readability. Citations to the parties' briefs refer to the internal pagination unless indicated otherwise.

(Doc. 69 ¶ 7). FieldTurf is trusted by professional and amateur sports organizations around the world for its ability to provide safe, durable, and cost-effective artificial sports surfaces. (*Id.*). FieldTurf derives economic value from keeping certain confidential information secret, including

a) pitch information,

b) contracts for the sale, installation, and service of FieldTurf products,

c) client bid information,

d) sales lead information,

e) product and service specifications and pricing structures,

f) information regarding FieldTurf's product margins,

g) customer product needs,

h) methods of production, installation, service, and evaluations

(collectively, "Confidential Information") (*Id.* ¶ 10). FieldTurf has expended significant efforts to maintain the secrecy of its Confidential Information, including by requiring employees and third parties to sign confidentiality agreements; limiting access to the Confidential Information to only those employees with a need to know such information; password-protecting its Confidential Information; having policies regarding the use and non-disclosure of Confidential Information; encouraging reminding employees to maintain the

secrecy and limit the use of Confidential Information; and disciplining employees who fail to do so. (*Id.* ¶ 11).

II. Olinger's Employment with FieldTurf

In September 2008, FieldTurf hired Defendant Olinger to serve as its Senior Vice President of Sales for North America. (*Id.* ¶ 13). In that role, Olinger directed the company's sales activity in North America, served on its executive management team, and reported to its then-CEO Joe Fields. (*Id.*). Because FieldTurf needed to provide Olinger access to its Confidential Information so that he could properly do his job, FieldTurf required Olinger to enter into the Employment Agreement as a condition of his employment. (*Id.* ¶ 14).

Section 12 of the most up-to-date version of that Employment Agreement states that:

> Employee acknowledges that Company's products are proprietary in nature and shall have been produced, assembled and marketed through the use of customer lists, supplier lists, methods of operation and other confidential information possessed by Company and disclosed in confidence to the Employee which may not be easily accessible to other persons in the trade. Employee also acknowledges that he will have substantial and ongoing contact with Company's customers and suppliers and will therefore gain knowledge of customer's needs and preferences, sources of supply, methods of production and other valuable information necessary for the success of Company's business.

(*Id.*). By entering into the Employment Agreement, Olinger covenanted and agreed to not permit any unauthorized person access to FieldTurf's confidential information or disclose such information to unauthorized persons, even after he ceased to be an FieldTurf employee. (*Id.*). Additionally, Olinger agreed that he would "at all times take all such measures to protect the confidentiality of the confidential information that are reasonable under the circumstances, or that are otherwise requested by [FieldTurf.]" (*Id.*). To that end, FieldTurf included, and Olinger agreed to be bound by, section 13 of the Employment Agreement, which governs the protection of FieldTurf's records. (*Id.* ¶ 15). In agreeing to the Employment Agreement, Olinger recognized that all records of FieldTurf belong to FieldTurf and that he "shall not have the right to make any copies whatsoever in any media" except where in the performance of his duties on behalf of FieldTurf. (*Id.*). Olinger also agreed that "[a]ll such copies shall be returned to [FieldTurf] or destroyed when they are no longer needed for the purpose for which they were created" and, in any event, before Olinger's employment with FieldTurf ceased. (*Id.*) The Employment Agreement also states that "[n]o such copies shall be removed from [FieldTurf] premises except for such temporary periods as are necessary" for Olinger's performance of his duties to FieldTurf." (*Id.*).

III. Olinger Leaves FieldTurf for TenCate

On March 22, 2024, Olinger announced his resignation from his post as Senior Vice President of Sales in a letter to the president of FieldTurf's parent company. (*Id.* ¶ 23). Olinger's resignation from FieldTurf became effective on Friday, March 29, 2024. (*Id.*). On Monday, April 1, 2024, TenCate—FieldTurf's direct competitor—announced Olinger as the new President of its Sports Division. (*Id.*). Notably, Olinger was hired by TenCate's current CEO, Joe Fields, who previously served as FieldTurf's CEO and hired Olinger in 2008. (*Id.*).

After Olinger resigned, FieldTurf retained a certified forensic computer examiner to perform a forensic analysis of his FieldTurf-issued laptop computer. (*Id.* ¶ 24). The examiner received the computer from FieldTurf on April 16, 2024, and completed his analysis on May 17, 2024. (*Id.*). The forensic analysis revealed that Olinger extracted dozens of folders from the computer onto a personal USB drive in February 2024. (*Id.*). But Olinger went beyond simply extracting the folders. (*Id.*). On February 26, 2024, he deleted the folders from the computer entirely and cleared the computer's "Recycle Bin," which made it impossible for FieldTurf's forensic examiner to determine the precise documents contained within the folders. (*Id.*).

After some back and forth between FieldTurf and TenCate's counsel, this lawsuit was filed on June 5, 2024. (*Id.* ¶¶ 25–27; Doc. 1). FieldTurf filed a Motion

for Preliminary Injunction on June 12, 2024 which the Court denied with leave to renew after expedited discovery on July 31, 2024. (Docs. 13, 38). FieldTurf field an Amended Complaint on March 25, 2025 raising three counts: Count I for Misappropriation of Trade Secrets under the Defend Trade Secrets Act (DTSA), 18 U.S.C. § 1836 *et seq.*, against both Defendants, Count II for Breach of Contract against Defendant Olinger, and Count III for Tortious Interference against Defendant TenCate. Defendants have moved to dismiss the Amended Complaint in its entirety.

Legal Standard

To survive a motion to dismiss under Rule 12(b)(6), "a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). For the purposes of a motion to dismiss, the court must accept all factual allegations in the complaint as true; however, the court is not bound to accept as true a legal conclusion couched as a factual allegation. *Twombly*, 550 U.S. at 555. "While legal conclusions can provide the framework of a complaint, they must be supported by factual allegations." *Iqbal*, 556 U.S. at 679. Although the plaintiff is not required to provide "detailed factual allegations" to survive dismissal, "threadbare recitals of the elements of a cause of

action, supported by mere conclusory statements, do not suffice." *Id.* at 678; *Twombly*, 550 U.S. at 555.

Discussion

For the reasons that follow, the Court finds that FieldTurf has plausibly alleged that Olinger took its Confidential Information in violation of the DTSA and his Employment Agreement. But the Court also finds that FieldTurf failed to plausibly allege any misconduct by TenCate. The Court will grant TenCate's motion but deny Olinger's.

I. FieldTurf has alleged a protectable trade secret.

Under the DTSA, a plaintiff must establish that (1) it owns a trade secret, (2) the opposing party misappropriated that trade secret (3) for use or intended use in foreign or interstate commerce. 18 U.S.C. § 1836(b)(1). Information constitutes a "trade secret" under the DTSA if "(A) the owner thereof has taken reasonable steps to keep such information secret; and (B) the information derived independent economic value . . . from not being generally known to, and not being readily ascertainable through proper means by, another person. 18 U.S.C § 1839(3).

Both Defendants argue that FieldTurf has failed to plausibly allege the existence of protectable trade secrets. (Docs. 70-1 at 10, 71-1 at 3). FieldTurf in turn argues that the Confidential Information constitutes protectable trade secrets. Without determining whether all the Confidential Information is entitled to trade

secret protection, the Court concludes at the pleading stage, at least some of the Confidential Information meets the definition of a trade secret under the DTSA.

FieldTurf has plausibly alleged categories of Confidential Information with enough detail to reasonably identify the types of secret information from which it contends it derives value. (Doc. 69 ¶ 10). And FieldTurf has alleged specific steps it has taken to protect the Confidential Information from disclosure. (*Id.* ¶ 11). That is all that is necessary at this early stage, because the "[d]etermination as to whether a particular type of information is a trade secret also involves a question of fact, more appropriate for consideration at the summary judgment stage of the case." *BuildingReports.com, Inc. v. Honeywell Int'l, Inc.*, No. 17-CV-3140, 2019 WL 12528620, at (N.D. Ga. Feb. 13, 2019) (citing *Cap. Asset Rsch. Corp. v. Finnegan*, 160 F.3d 683, 686 n.2 (11th Cir. 1998)). The Court next considers FieldTurf's allegations with respect to misappropriation.

II. FieldTurf has alleged misappropriation by Olinger, but not by TenCate.

The DTSA defines "misappropriation" as the "acquisition of a trade secret of another by improper means" or "[d]isclosure or use of a trade secret without express or implied consent by a person who used improper means to acquire knowledge of the trade secret." 18 U.S.C. § 1839(5). A person thus misappropriates a trade secret when they (1) "acquire[d] a trade secret from someone the defendant has reason to know acquired the trade secret by improper means" or (2) "when

the defendant 'discloses or uses a trade secret of another, without express or implied consent, knowing that at the time of disclosure or use the trade secret was acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use.' " *Diamond Power Int'l, Inc. v. Davidson*, 540 F. Supp. 2d 1322, 1338 (N.D. Ga. 2007) (quoting *Penalty Kick Mgmt. Ltd. v. Coca Cola Co.*, 318 F.3d 1284, 1292 (11th Cir. 2003)). "Misappropriation need not be actual, as threatened misappropriation" constitutes actionable conduct. *Johnson Matthey Process Techns., Inc. v. Hovey*, No. 4:20-cv-322, 2021 WL 5513988, at *3 (S.D. Ga. July 8, 2021) (citing 18 U.S.C. § 1836(b)(3)(A)(i)). Acquisition of trade secrets by "improper means," includes by theft, bribery, misrepresentation, breach or inducement of a breach of duty to maintain secrecy. *Id.* (citing 18 U.S.C. § 1839(6); O.C.G.A. § 10-1-761(1)).

FieldTurf alleges that Olinger misappropriated its Confidential Information when he extracted dozens of folders from his work computer onto a personal USB drive in February 2024, and then deleted the folders from the computer, clearing the computer's "Recycle Bin." (Doc. 69 ¶ 24). Olinger responds that he was entitled to access the information when he was employed (Doc. 71-1 at 4), but at the pleading stage, FieldTurf has alleged enough to create a plausible inference that Olinger acquired the Confidential Information by improper means. Whether Olinger was acting in furtherance of his employment with FieldTurf is a fact dispute to be hashed out later.

As to TenCate, FieldTurf alleges that it knew or had reason to know that it acquired the Confidential Information by improper means because TenCate "knew that Olinger was subject to a confidentiality agreement, that he acquired FieldTurf's confidential trade secrets via improper means, and that TenCate has allowed him to work in a role uniquely positioned to capitalize on that information." (Doc. 72 at 13). And it argues that "TenCate agreed to indemnify Olinger if he were to be sued by FieldTurf" and "continues to employ Olinger in a position uniquely suited to capitalize on the misappropriated information." (*Id.* at 14–15). TenCate is correct that these allegations do not create a plausible inference that TenCate misappropriated the Confidential Information.[2]

The Supreme Court made clear in *Twombly that* "allegations plausibly suggesting (not merely consistent with)" unlawful behavior are required to state a claim under Rule 8 of the Federal Rules of Civil Procedure. 550 U.S. at 557. Stated another way, "lawful parallel conduct fails to bespeak unlawful agreement." *Id.* at 556. Even with the benefit of expedited discovery, FieldTurf alleges little more than TenCate hired Olinger, provided him with an indemnification agreement,

[2] The Court notes that adopting a rule against indemnifying new employees against suits by former employers would lead to troubling results. While this case involves serious allegations of misappropriation, it is the Court's experience that tortious-interference and non-solicitation-type cases are frequently employed against former employees and their new companies for in terrorem effect. For this reason, negotiating a term of indemnification is a reasonable step to take even absent any improper motive.

and has not fired him in the face of a lawsuit which it is actively defending against. FieldTurf cannot even say for sure that Olinger provided any of the Confidential Information to TenCate. FieldTurf's allegations are merely consistent with, but not do not plausibly suggest, misappropriation. *See Twombly*, 55 U.S. at 557; *see also Hovey*, 2021 WL 5513988, at *4 ("JMPTI seems to allege . . . Defendant G.W. Aru is liable for misappropriation solely because one of its employees . . . acquired JMPTI's trade secrets . . . . [but awareness] . . . of Defendant Hovey's improper acquisition of JMPTI's confidential information . . . without any related allegations from JMPTI in its complaint, does not constitute a plausible allegation that Defendant G.W. Aru acquired JMPTI's trade secrets.").[3]

In sum, FieldTurf states a claim under the DTSA against Olinger but not TenCate.

III. FieldTurf plausibly alleges that Olinger breached his employment contract.

FieldTurf essentially alleges the same actions that gave rise to its DTSA claim against Olinger breached the Employment Agreement. The Court agrees. As the Court noted above, under the Employment Agreement, Olinger lacked the

[3] The Court adopts the rationale of the other judges in this district that have rejected application of the inevitable disclosure doctrine and agrees with TenCate that it should not be applied here. *See Lucasys Inc. v. PowerPlan, Inc.*, No. 1:20-CV-2987-AT, 2022 WL 17371073, at *4 (N.D. Ga. May 10, 2022); *AWP, Inc. v. Henry*, No. 1:20-CV-01625-SDG, 2020 WL 6876299, at *5 (N.D. Ga. Oct. 28, 2020).

right "to make any copies whatsoever [of FieldTurf's records] in any media" except where in the performance of his duties on behalf of FieldTurf. (Doc. 69 ¶ 15). Under that agreement, "[a]ll such copies shall be returned to [FieldTurf] or destroyed when they are no longer needed for the purpose for which they were created" and, in any event, before Olinger's employment with FieldTurf ceased. (*Id.*) (further providing that "[n]o such copies shall be removed from [FieldTurf] premises except for such temporary periods as are necessary" for Olinger's performance of his duties to FieldTurf."). FieldTurf has plausibly alleged Olinger made copies of the Confidential Information outside of the performance of his official duties and refused to return or destroy the copies.

Olinger argues that FieldTurf impermissibly relies on "information and belief" allegations and that it fails to allege that it has been permanently deprived of information or otherwise harmed. (Doc. 71-1 at 8). But FieldTurf has alleged an interest in retaining control over the Confidential Information and it is not impermissible to make allegations under information and belief at the pleading stage. *See* Fed. R. Civ. P. 11(b) ("By presenting to the court a pleading . . . an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances . . . the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable

opportunity for further investigation or discovery."). Accordingly, Olinger's motion must be denied as to this count.

IV. FieldTurf fails to allege a claim for tortious interference against TenCate.

Finally, the Court agrees with TenCate that FieldTurf's remaining claim against it for tortious interference must be dismissed. In order to prevail on a tortious interference with contract claim, a plaintiff must show:

> (1) improper action or wrongful conduct by the defendant without privilege; (2) the defendant acted purposely and with malice with the intent to injure; (3) the defendant induced a breach of contractual obligations or caused a party or their parties to discontinue or fail to enter into an anticipated business relationship with the plaintiff; and (4) the defendant's tortious conduct proximately caused damage to the plaintiff.

Acousti Eng'g of Fla. v. Jernigan, No. 1:23-CV-02917-VMC, 2024 WL 4535279, at *7 (N.D. Ga. Aug. 27, 2024) (citing *USI Ins. Servs. LLC v. Se. Series of Lockton Cos., LLC*, No. 1:20-CV-02490-SCJ, 2021 WL 912258, at *4 (N.D. Ga. Mar. 10, 2021)).

FieldTurf argues that TenCate knowingly recruited Olinger for the purpose of obtaining FieldTurf's Confidential Information, in violation of his Employment Agreement. (Doc. 69 ¶ 63). But for the reasons the Court gave with respect to the DTSA claim, FieldTurf fails to allege any facts that render this allegation plausible beyond the fact that Olinger left FieldTurf and was hired by TenCate. The Court

therefore finds that FieldTurf has failed to state a claim for tortious interference and will dismiss this claim too.

Conclusion

For the reasons that the Court gave above, it is

ORDERED that Defendant Polyloom Corporation of America d/b/a TenCate Americas ("TenCate")'s Motion to Dismiss Amended Complaint (Doc. 70) is **GRANTED**. The Clerk is **DIRECTED** to terminate TenCate as a Defendant; final judgment against that Defendant will enter at a later date. Fed. R. Civ. P. 54(b). It is

FURTHER ORDERED that Defendant Martin Olinger's Motion to Dismiss Amended Complaint (Doc. 71) is **DENIED**.

SO ORDERED this 24th day of March, 2026.

Victoria Marie Calvert
United States District Judge