

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

TELECOM FIBER, LLC,)	
)	Civil Action File No.:
Plaintiff,)	
)	
v.)	
)	
GEORGE BRUCE MULRONEY,)	JURY TRIAL DEMANDED
BRANDON SCOTT EVANS,)	
ERNEST JACOB CROWE, and)	
JARED REDMOND CHARLES,)	
)	
Defendants.)	

VERIFIED COMPLAINT

COMES NOW Plaintiff Telecom Fiber, LLC (“Telecom Fiber”) and files this its Verified Complaint against Defendants George Bruce Mulroney (“Defendant Mulroney”), Brandon Scott Evans (“Defendant Evans”); Ernest Jacob Crowe (“Defendant Crowe”); and Jared Redmond Charles (“Defendant Charles”) and respectfully shows this Court as follows:

PARTIES AND JURISDICTION

1.

Telecom Fiber is a Georgia limited liability company, duly organized and registered with the Georgia Secretary of State.

2.

Telecom Fiber's principal place of business is located at 922 Hurricane Shoals Road, NE; Building A; Lawrenceville, Georgia 30043.

3.

Defendant Mulronev is a Georgia resident who may be served with process at 303 Junction Court; Winder, Barrow County, Georgia 30680 or otherwise as provided by law.

4.

Defendant Mulronev is subject to the personal jurisdiction of this Court.

5.

Defendant Evans is a Georgia resident who may be served with process at 543 Hickeria Way; Winder, Barrow County, Georgia 30680 or otherwise as provided by law.

6.

Defendant Evans is subject to the personal jurisdiction of this Court.

7.

Defendant Crowe is a Georgia resident who may be served with process at 880 Arch Tanner Road; Bethlehem, Barrow County, Georgia 30620 or otherwise as provided by law.

8.

Defendant Crowe is subject to the personal jurisdiction of this Court.

9.

Defendant Charles is a Georgia resident who may be served with process at 395 Bates Avenue; Fayetteville, Fayette County, Georgia 30215 or otherwise as provided by law.

10.

Defendant Charles is subject to the personal jurisdiction of this Court.

11.

This Court has subject matter jurisdiction over Counts II and VII of this Complaint pursuant to 28 U.S.C. § 1331 because these claims arise under federal law.

12.

This Court has subject matter jurisdiction over Telecom Fiber's state law claims (Counts I, III-VI, and VIII-XI) pursuant to 28 U.S.C. § 1367.

13.

Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(1) because each defendant resides in this judicial district and all defendants are residents of the state in which this judicial district is located.

14.

Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims in this action occurred in this judicial district.

15.

By agreement of the parties, this action is governed by Georgia law.

16.

Georgia has a legitimate and material interest in enforcing restrictive covenants entered into by companies that are headquartered here. Given that Telecom Fiber is headquartered in Georgia, there is a valid and legitimate basis for the Employee Covenants Agreements (defined herein) to have a Georgia forum selection clause.

STATEMENT OF FACTS

17.

Telecom Fiber is a leading installer of fiber optic cable and service provider for fiber optic networks for the southeastern United States.

18.

Telecom Fiber constructs fiber optic networks and provides emergency response and maintenance services for fiber optic networks.

19.

A large percentage of Telecom Fiber's revenue is derived from providing emergency response services and repairing breaks or interruptions in a fiber optic network.

20.

Telecom Fiber has expended significant resources in developing its proprietary information including Telecom Fiber's operational structure; customer, supplier, and vendor contracts; pricing structure and pricing matrix; material costs pricing matrix; Fiber Technician training program; methods of reporting on-the-job test results; detailed records of its customers' networks including building locations, network layouts, fiber routes, fiber splicing diagrams, as-built records, and distance records; fully-stocked service truck inventory and design; quality control procedures for Telecom Fiber's services; and customer information and customer service model. The foregoing proprietary information is hereinafter collectively referred to as "Trade Secrets."

21.

Telecom Fiber's Trade Secrets are valuable confidential business information which are not publicly available or known.

22.

Telecom Fiber employs field technicians known as splicers.

23.

In the fiber optic industry, splicers are trained to properly join two fiber optic cables together in order to extend the length of a fiber optic cable or restore or repair a fiber optic cable.

24.

Telecom Fiber's splicers use Telecom Fiber's Trade Secrets and knowledge of the fiber optic networks in the metro-Atlanta area accumulated over Telecom Fiber's five (5)-year history as well as over twenty (20) years of fiber optic network experience held by Telecom Fiber's leadership to efficiently identify the location of the problem causing a network outage and repair the damaged fiber optic cable via splicing.

25.

Telecom Fiber's Trade Secrets and superior knowledge and record keeping of fiber optic networks allows Telecom Fiber to significantly reduce the response time to emergency requests from its customers.

26.

Telecom Fiber's Trade Secrets and knowledge and record keeping of the fiber optic networks in the metro-Atlanta area provides Telecom Fiber with a competitive advantage in the fiber optics emergency response service industry.

27.

Telecom Fiber also employs account managers for each of its customers.

28.

Telecom Fiber's account managers are responsible for managing the business relationship between Telecom Fiber and the Telecom Fiber customer to which the account manager is assigned, which includes project planning and pricing, as well as the supervision of the scheduling, performance, and completion of projects.

29.

Telecom Fiber's splicers and account managers require access to Telecom Fiber's Trade Secrets regarding the fiber optic networks in the metro Atlanta area and each of Telecom Fiber's customers.

30.

Having access to Telecom Fiber's Trade Secrets allows the splicers and account managers to better serve Telecom Fiber's customers by quickly and efficiently identifying the location of the network outage so that the emergency

repair or maintenance request can be completed in as little time as possible to avoid service interruptions.

31.

In order to provide its splicers and account managers access to Telecom Fiber's Trade Secrets while out in the field, Telecom Fiber houses some of its Trade Secrets on a corporate Dropbox account.

32.

On or about March 21, 2015, Telecom Fiber hired Defendant Mulroney as the Director of Operations and the account manager of Telecom Fiber's primary customer, Zayo Group, a company providing communications infrastructure services ("Zayo").

33.

Defendant Mulroney's primary duties and responsibilities as Telecom Fiber's Director of Operations and Zayo's account manager included the following: direct oversight of all of Zayo's splicing and emergency response services provided by Telecom Fiber; representing Telecom Fiber in all communications between Telecom Fiber and Zayo regarding splicing services provided by Telecom Fiber to Zayo; management of the pricing and planning of all splicing projects serviced by Telecom Fiber; scheduling and direct supervision of all splicers employed by Telecom Fiber,

including Defendants Evans, Crowe, and Charles; and interviewing, hiring, and training all splicers employed by Telecom Fiber.

34.

In his role as the Director of Operations and account manager for Zayo, Defendant Mulroneu obtained knowledge of Telecom Fiber's Trade Secrets and confidential information, goodwill, and business relationship with Zayo, including but not limited to: Telecom Fiber's sales and marketing plans; business and strategic plans; operations; and Telecom Fiber's extensive knowledge of the fiber optic network in the metro Atlanta area.

35.

Because Telecom Fiber provided Defendant Mulroneu with access to Telecom Fiber's Trade Secrets and confidential information and as a term and condition of his employment, Telecom Fiber required Defendant Mulroneu to sign a Telecom Fiber, LLC Employee Covenants Agreement. A true and correct copy of the Telecom Fiber, LLC Employee Covenants Agreement executed by Defendant Mulroneu on November 20, 2015 ("Mulroneu Agreement") is attached hereto as Exhibit A.

36.

The Mulroneu Agreement provided as follows:

Employee expressly covenants and agrees that, during the period of employment, and (i) regarding Confidential Information, for a period of thirty-six (36) consecutive months after employment terminates for any reason whatsoever, and (ii) regarding Trade Secrets, for so long as such information remains trade secrets, Employee will not, except only as required for the benefit of TELECOM FIBER in carrying out Employee's duties pursuant to this agreement, directly or indirectly, divulge, disclose, convey, or publish to any person or entity, or reproduce, use or apply for Employee's own benefit, or the benefit of another or others, in any way, any Trade Secrets or Confidential Information of TELECOM FIBER. Employee also agrees that while employed, he will observe all security measures implemented by TELECOM FIBER to protect its Trade Secrets and Confidential Information as well as any Customer Confidential Information. In addition, Employee covenants and agrees that he will never disclose Customer Confidential Information of any of TELECOM FIBER'S current or former customers, except as required for the benefit of TELECOM FIBER and/or the customer in carrying out Employee's duties while employed at TELECOM FIBER.

Mulroney Agreement, Section 3(b).

37.

The Mulroney Agreement defined "Trade Secrets" as "information as defined in O.C.G.A. § 10-1-761(4)." Mulroney Agreement, Section 2.

38.

The Mulroney Agreement defined "Confidential Information" as "any and all information and documentation, without regard to form, other than Trade Secrets, which related to Telecom Fiber's business and which is confidential and proprietary to TELECOM FIBER." *Id.*

39.

The Mulroney Agreement further provided that:

Trade Secrets and Confidential Information do not include any information that (i) is commonly known by or available to the public, (ii) has been voluntarily disclosed to the public by TELECOM FIBER (or for information relating to a customer of TELECOM FIBER has been voluntarily disclosed to the public by that customer) or has been approved for release to the public, or (iii) has otherwise entered the public domain through lawful means. For purposes of this Agreement, Trade Secrets and Confidential Information may include, but not be limited to, information (in whatever form) relating to or regarding TELECOM FIBER's fiber optic business and other such business in which it engages, and the tangible media upon which same is recorded, as well as customer lists, employee lists, sales and operations information, internal pricing lists, financial information regarding TELECOM FIBER and similar matters.

Id.

40.

The Mulroney Agreement defined "Customer Confidential Information" as

[A]ny and all information and documentation, without regard to form, which relates to the business of any customer of TELECOM FIBER, and which is confidential and proprietary to such customer. For the purposes of this Agreement, Customer Confidential Information may include, but not be limited to, information (in whatever form) relating to or regarding to such customer's fiber optic network or facility, its fiber optic business and other such business in which it engages, and the tangible media upon which same is recorded, as well as the customer's customer lists, employee lists, sales and operations information, internal pricing lists, financial information regarding the customer and similar matters.

Id.

41.

On or about June 13, 2016, Telecom Fiber hired Defendant Brandon Scott Evans as a splicer.

42.

On or about November 6, 2017, Telecom Fiber hired Defendant Ernest Jacob Crowe as a splicer.

43.

On or about January 3, 2017, Telecom Fiber hired Defendant Jared Redmond Charles as a splicer.

44.

Defendants Evans, Crowe, and Charles' primary duties and responsibilities as splicers included the following: splicing fiber optic cables and conducting testing, maintenance, installation, and repair of fiber optic cables.

45.

Defendant Mulroney was the direct supervisor of Defendants Evans, Crowe, and Charles while Defendants were employed by Telecom Fiber.

46.

Prior to their employment with Telecom Fiber, Defendants Evans and Charles had no experience as splicers and no knowledge of fiber optic networks.

47.

Prior to his employment with Telecom Fiber, Defendant Crowe had a rudimentary knowledge of fiber optics as he had previously been employed as a field technician for a telecommunications and internet service provider.

48.

However, Defendant Crowe's rudimentary knowledge of fiber optics was not sufficient for Defendant Crowe to begin his employment as a splicer for Telecom Fiber without extensive training and education regarding fiber optic networks and splicing.

49.

The fiber optic field is a highly technical and specialized field, and Telecom Fiber invested a considerable amount of its resources, time, energy and effort, as Telecom Fiber deemed appropriate, to educate and train Defendants Evans, Crowe, and Charles in this field so that Defendants Evans, Crowe, and Charles could perform their job in a workmanlike manner, could increase their skills, and could provide valuable services to Telecom Fiber and Telecom Fiber's customers.

50.

Telecom Fiber conducted an extensive training program with Defendants Evans, Crowe, and Charles over the first twelve (12) to eighteen (18) months of their employment with Telecom Fiber.

51.

Defendants Evans, Crowe, and Charles were therefore key employees of Telecom Fiber by virtue of Telecom Fiber's investment of time, training, money, trust, exposure to Telecom Fiber's customers, and the possession of specialized skills, learning, and abilities by reason of having worked for Telecom Fiber.

52.

On or about June 13, 2016, Defendant Evans executed a Telecom Fiber, LLC Employee Covenants Agreement. A true and correct copy of the Telecom Fiber, LLC Employee Covenants Agreement executed by Defendant Evans on June 13, 2016 ("Evans Agreement") is attached hereto as Exhibit B.

53.

On or about November 6, 2017, Defendant Crowe executed a Telecom Fiber, LLC Employee Covenants Agreement. A true and correct copy of the Telecom Fiber, LLC Employee Covenants Agreement executed by Defendant Crowe on November 6, 2017 ("Crowe Agreement") is attached hereto as Exhibit C.

54.

On or about January 3, 2017, Defendant Charles executed a Telecom Fiber, LLC Employee Covenants Agreement. A true and correct copy of the Telecom Fiber, LLC Employee Covenants Agreement executed by Defendant Charles on January 3, 2017 (“Charles Agreement”) is attached hereto as Exhibit D. (The Mulroney Agreement, Evans Agreement, Crowe Agreement, and Charles Agreement are hereinafter collectively referred to as the “Employee Covenants Agreements”).

55.

The Evans Agreement, Crowe Agreement, and Charles Agreement each contain the following provisions:

b. **Non-Disclosure Covenant.** Employee expressly covenants and agrees that, during the period of employment, and (i) regarding Confidential Information, for a period of thirty-six (36) consecutive months after employment terminates for any reason whatsoever, and (ii) regarding Trade Secrets, for so long as such information remains trade secrets, Employee will not except only as required for the benefit of TELECOM FIBER in carrying out Employee’s duties pursuant to this agreement, directly or indirectly, divulge, disclose, convey, or publish to any person or entity, or reproduce, use or apply for Employee’s own benefit, or the benefit of another or others, in any way, any Trade Secrets or Confidential Information of TELECOM FIBER. Employee also agrees that while employed, he will observe all security measures implemented by TELECOM FIBER to protect its Trade Secrets and Confidential Information.

c. **Non-Recruiting Covenant.** Employee expressly covenants and agrees that, during the period of employment with TELECOM FIBER, and for a period of twenty-four (24) consecutive months after employment terminates for any reason whatsoever, Employee will not, directly or indirectly, alone or in conjunction with or on behalf of another or others, initiate any action to hire or attempt to hire (“hire” shall include any principal/agent relationship, whether as an employee, independent contractor or otherwise and whether or not on a full or part-time basis), solicit or recruit or attempt to solicit or recruit, or otherwise interfere with or disrupt TELECOM FIBER’s relationship with any of the employees, contractors or other agents of TELECOM FIBER, or of those prospective employees, contractors or agents of TELECOM FIBER; provided, however, that this non-recruiting covenant shall only apply to employees, contractors or other agents of TELECOM FIBER, or prospects of same, with which Employee had contact with during Employee’s employment with TELECOM FIBER.

d. **Non-Solicitation Covenant.** Employee expressly covenants and agrees that, during the period of employment, and for a period of eighteen (18) consecutive months after employment terminates for any reason whatsoever, Employee will not, directly or indirectly, alone or in conjunction with or on behalf of another or others, initiate any action to divert, solicit, or contact any customer of TELECOM FIBER, or any representative of same, for the purpose, directly or indirectly, of selling or otherwise providing to such customers products or services which are the same as or substantially similar to the products or services provided to such customers by TELECOM FIBER in connection with TELECOM FIBER’s business; provided, however, that this non-solicitation covenants shall apply only to customers of TELECOM FIBER with whom Employee had contact during his employment with TELECOM FIBER.

e. **Covenant Not to Compete.** In further consideration for employment with TELECOM FIBER and for TELECOM FIBER’s investment in training and educating Employee, as it deems appropriate, in the field of fiber-optic cable installation, splicing, testing, repair and maintenance, among other things, Employee expressly covenants and agrees that, during the period of employment

and for a period of eighteen (18) consecutive months after such employment terminates for any reason whatsoever, Employee will not, directly or indirectly, compete with TELECOM FIBER by engaging in the installation, maintenance, splicing, testing and repair of fiber-optic cables and systems in: the metro Atlanta, Georgia area (defined as the Atlanta Regional Commission's territory consisting of the City of Atlanta and the counties of Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry, and Rockdale), Clarke County and the City of Athens, and any other geographic location in which Employee was assigned to work by TELECOM FIBER during Employee's employment with TELECOM FIBER.

56.

Telecom Fiber has legitimate business interests that are necessary to protect through the Employee Covenants Agreements, including the protection of its valuable Trade Secrets, confidential information, and substantial relationships with customers and prospective customers and substantial relationships with investors and potential investors.

57.

Defendants Mulroney, Evans, Crowe, and Charles were provided access to Telecom Fiber's corporate Dropbox account which contained Telecom Fiber's Trade Secrets.

58.

Telecom Fiber provides each of its splicers and account managers with their own unique login credentials to access Telecom Fiber's corporate Dropbox account.

59.

Telecom Fiber is able to track each user's activity on Telecom Fiber's corporate Dropbox account.

60.

Defendants Mulrone, Evans, Crowe, and Charles regularly accessed Telecom Fiber's Trade Secrets stored on its Dropbox account using their unique login credentials.

61.

In addition to his access to Telecom Fiber's Dropbox account, Telecom Fiber provided Defendant Mulrone with two (2) Apple MacMini computers and an iPhone.

62.

The two (2) MacMini computers provided by Telecom Fiber to Defendant Mulrone were part of a larger network of Telecom Fiber computers accessed by a total of five (5) Telecom Fiber employees.

63.

Each of the computers in this network of Telecom Fiber computers, including the two (2) MacMini computers provided to Defendant Mulrone, stored Telecom

Fiber's confidential information and Customer Confidential Information as defined in the Employee Covenants Agreements.

64.

Each of the computers in this network of Telecom Fiber computers, including the two (2) MacMini computers provided to Defendant Mulrone, stored all pricing information for Telecom Fiber, all information related to Telecom Fiber's customers, contracts between Telecom Fiber and its customers, and quotes sent to Telecom Fiber's customers (hereinafter collectively referred to as "Confidential Information").

65.

Each of the computers in this network of Telecom Fiber computers, including the two (2) MacMini computers provided to Defendant Mulrone, was equipped with an automated data sync system in which all files related to Telecom Fiber's customers were automatically updated and synced with the most recent information for Telecom Fiber's Confidential Information.

66.

On Sunday, November 24, 2019 from approximately 12:42 P.M. to 8:29 P.M., Defendant Mulrone logged into Telecom Fiber's corporate Dropbox account and

accessed over four thousand (4,000) files stored on Telecom Fiber's Dropbox account.

67.

Through Telecom Fiber's Dropbox account, Defendant Mulrone y accessed Telecom Fiber's Trade Secrets including Telecom Fiber's documents related to Zayo which included specific records of the splicing diagrams for several hundred customers that utilize fiber optic cables from Zayo as well as every technical file that was generated by Telecom Fiber in connection with the services performed by Telecom Fiber for Zayo.

68.

The activity logs obtained by Telecom Fiber from Dropbox for the Telecom Fiber Dropbox account show that Defendant Mulrone y deleted or "cut" over four thousand (4,000) files related to Zayo from the Telecom Fiber Dropbox account.

69.

Defendant Mulrone y later added or "pasted" these voluminous files back to the Telecom Fiber Dropbox account.

70.

Upon information and belief, Defendant Mulrone y "cut" over four thousand (4,000) files related to Zayo from the Telecom Fiber Dropbox account, "pasted" the

files to an unknown location, and then “pasted” the files back to the Telecom Fiber Dropbox account.

71.

On the morning of Monday, November 25, 2019, one day after accessing Telecom Fiber’s Trade Secrets which included the Zayo files on Telecom Fiber’s Dropbox account, Defendant Mulroneu abruptly resigned from his employment with Telecom Fiber.

72.

Defendant Mulroneu had no legitimate business purpose for accessing any of the Trade Secrets stored on Telecom Fiber’s Dropbox account on the evening of Sunday, November 24, 2019, particularly in light of the substantial number of files accessed in such a short window of time and the day before he resigned his employment.

73.

Shortly after resigning from Telecom Fiber, Defendant Mulroneu began working with Vertical Communications, LLC (“Verticom”) as Verticom’s Regional Manager for the Atlanta market.

74.

Shortly after Defendant Mulronev began his employment with Verticom, Defendant Evans and Defendant Charles, who had both resigned from Telecom Fiber in July 2019, began employment with Verticom.

75.

On March 6, 2020, Defendant Crowe resigned from his employment with Telecom Fiber and shortly thereafter began employment with Verticom.

76.

Defendants Evans, Crowe, and Charles are currently working with Verticom as splicers who perform work on the Zayo network.

77.

Upon information and belief, Defendant Mulronev recruited Defendants Evans, Crowe, and Charles to begin working for Verticom.

78.

Upon information and belief, Defendant Mulronev also recruited two other splicers who performed work on the Zayo network and who were formerly employed by Telecom Fiber to begin working for Verticom.

79.

Defendant Mulronev had knowledge of the non-compete provisions contained in the Evans Agreement, Crowe Agreement, and Charles Agreement.

80.

Verticom is a direct marketplace competitor of Telecom Fiber.

81.

After Defendants Mulronev, Evans, Crowe, and Charles began working with Verticom, Zayo, Telecom Fiber's primary customer, began decreasing its volume of business with Telecom Fiber.

82.

Upon information and belief, after Defendants Mulronev, Evans, Crowe, and Charles began working with Verticom, Zayo began working with Verticom and transferring its business from Telecom Fiber to Verticom.

83.

Upon information and belief, the services Defendants Mulronev, Evans, Crowe, and Charles provide for Verticom are the same as or similar to the services Defendants provided to Telecom Fiber.

84.

Upon information and belief, while employed by Verticom, Defendant Mulroney has performed account management services for Verticom's Zayo account, including the management and supervision of Verticom's employees who perform network emergency repair and maintenance for Zayo, including Defendant Evans, Crowe, and Charles.

85.

Upon information and belief, while employed by Verticom, Defendants Evans, Crowe, and Charles have performed splicing services for the Zayo network.

86.

Upon information and belief, Defendants Mulroney, Evans, Crowe, and Charles are using Telecom Fiber's Trade Secrets and Confidential Information Defendants gained while employed with Telecom Fiber and stored on Telecom Fiber's Dropbox account to facilitate the services Verticom is providing for Zayo.

87.

As employees of Telecom Fiber, Defendants Mulroney, Evans, Crowe, and Charles were provided with access to Telecom Fiber's Trade Secrets and Confidential Information which are relied upon by Telecom Fiber in conducting its

business, which Telecom Fiber has developed at great expense, and which provides Telecom Fiber with an advantage over its competitors.

88.

The following categories of information constitute the Trade Secrets of Telecom Fiber developed and owns: Telecom Fiber's operational structure; customer, supplier, and vendor contracts; pricing structure and pricing matrix; material costs pricing matrix; Fiber Technician training program; methods of reporting on-the-job test results; detailed records of its customers' networks including building locations, network layouts, fiber routes, fiber splicing diagrams, as-built records, and distance records; fully-stocked service truck inventory and design; quality control procedures for Telecom Fiber's services; customer information and customer service model.

89.

Telecom Fiber's Confidential Information includes all pricing information for Telecom Fiber, all information related to Telecom Fiber's customers, contracts between Telecom Fiber and its customers, and quotes sent to Telecom Fiber's customers as well as any of the information described above that is not ultimately found to constitute a trade secret.

90.

Because this information is an essential part of Telecom Fiber's business, Telecom Fiber undertakes substantial efforts to ensure that documents and electronically stored information containing Telecom Fiber's Trade Secrets and Confidential Information cannot be easily accessed by the public or by Telecom Fiber's competitors.

91.

Among other protective measures, Telecom Fiber requires its employees to enter into agreements requiring them to keep the information shared with them confidential, like the Employee Covenants Agreements, and utilized multi-tiered physical and electronic barriers to sensitive information, including but not limited to password-protected databases and limitations on dissemination of information on a need-to-know basis.

COUNT I – VIOLATION OF GEORGIA'S
COMPUTER SYSTEMS PROTECTION ACT
(against Defendant George Bruce Mulroney)

92.

Telecom Fiber reasserts and realleges each and every allegation contained in the paragraphs 1 through 91 of this Complaint with the same force and effect as if fully set forth herein.

93.

Telecom Fiber's computers and computer systems, including Telecom Fiber's DropBox account, constitute a "computer" as that term is defined by O.C.G.A. § 16-9-92.

94.

Telecom Fiber's computers, computer terminals, servers, and related devices and software constitute a "computer network" as that term is defined by O.C.G.A. § 16-9-92.

95.

The deletion and/or copying of information from Telecom Fiber's Dropbox account by Defendant Mulroneu was "without authority," as that term is defined by O.C.G.A. § 16-9-92.

96.

Defendant Mulroneu, through his actions as described above, used Telecom Fiber's computers and computer networks with knowledge that such use was without authority, and with the intention of taking or appropriating the property of Telecom Fiber, in violation of O.C.G.A. § 16-9-93(a)(1).

97.

Defendant Mulronev through the actions as described above, used Telecom Fiber's computers and computer networks with knowledge that such use was without authority, and with the intention of obtaining Telecom Fiber's property by deceitful means and/or artful practice, in violation of O.C.G.A. § 16-9-93(a)(2).

98.

Defendant Mulronev through the actions as described above, used Telecom Fiber's computers and computer networks with knowledge that such use was without authority, and with the intention of converting Telecom Fiber's property to his own uses in violation of certain agreements or other known legal obligations to make a specified application or disposition of Telecom Fiber's property, in violation of O.C.G.A. § 16-9-93(a)(3).

99.

Defendant Mulronev through the actions as described above, used Telecom Fiber's computers and computer networks with knowledge that such use was without authority, and with the intention of deleting and/or removing, either temporarily or permanently, computer programs and/or data from a computer or computer network, in violation of O.C.G.A. § 16-9-93(b)(1).

100.

Defendant Mulroney through the actions as described above, used Telecom Fiber's computers and computer networks with knowledge that such use was without authority, and with the intention of obstructing, interrupting, and/or interfering with the use of a computer program or data, in violation of O.C.G.A. § 16-9-93(b)(2).

101.

Defendant Mulroney through the actions as described above, used Telecom Fiber's computers and computer networks with knowledge that such use was without authority, and with the intention of altering, damaging and/or causing the malfunction of a computer, computer network, or computer program, regardless of how long the alteration, damage or malfunction persists, in violation of O.C.G.A. § 16-9-93(b)(3).

102.

Telecom Fiber has been injured by reason of Defendant Mulroney's violations of O.C.G.A. §§ 16-9-93(a)(1), (a)(2), (a)(3), (b)(1), (b)(2), and (b)(3) and is entitled to an award of compensatory damages against Defendant Mulroney, in an amount to be determined at trial.

103.

Defendant Mulroneý's violations of O.C.G.A. §§ 16-9-93(a)(1), (a)(2), (a)(3), (b)(1), (b)(2), and (b)(3) exhibit willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care that would raise the presumption of conscious indifference to consequences, such that the Telecom Fiber is entitled to punitive damages in an amount not less than \$100,000.00.

**COUNT II – VIOLATION OF THE COMPUTER FRAUD AND
ABUSE ACT**
(Against Defendant Georgia Bruce Mulroneý)

104.

Telecom Fiber reasserts and realleges each and every allegation contained in paragraphs 1 through 103 of this Complaint with the same force and effect as if fully set forth herein.

105.

Defendant Mulroneý acquired Telecom Fiber's trade secrets and confidential information from a protected computer or protected computer network owned by Telecom Fiber, by intentionally accessing a protected computer or protected computer network owned by Telecom Fiber, through which Telecom Fiber conducts interstate commerce and communications.

106.

Defendant Mulronev obtained Telecom Fiber's Trade Secrets and Confidential Information from Telecom Fiber's protected computers or protected computer network for reasons other than his employment with Telecom Fiber or his duties for Telecom Fiber.

107.

As a result, Defendant Mulronev intentionally exceeded the access that Telecom Fiber authorized to its protected computers or protected computer network.

108.

Defendant Mulronev intentionally exceeded the access that Telecom Fiber authorized to its protected computer or protected computer network with an intent to defraud Telecom Fiber and by means of such conduct, furthered his intended fraud and obtained Telecom Fiber's Trade Secrets and Confidential Information.

109.

Telecom Fiber's Trade Secrets and Confidential Information that Defendant Mulronev obtained as a result of his intentionally exceeding Telecom Fiber's authorized access have a value of more than \$5,000.00 per year.

110.

Defendant Mulroneys conduct constitutes violations of the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(a)(2)(C) and 1030(a)(4).

111.

Defendant Mulroneys violations of the CFAA have proximately caused and will continue to cause damage, loss and other injury to Telecom Fiber and its property exceeding \$5,000.00 per year. As a result, Telecom Fiber is entitled to compensatory damages, injunctive relief, and other equitable relief pursuant to 18 U.S.C. § 1030(g).

**COUNT III - REQUEST FOR INTERLOCUTORY AND
PERMANENT INJUNCTION**
(against all Defendants)

112.

Telecom Fiber reasserts and realleges each and every allegation contained in paragraphs 1 through 111 of this Complaint with the same force and effect as if fully set forth herein.

113.

The conduct of Defendants Mulroneys, Evans, Crowe, and Charles in their misappropriation of the assets of Telecom Fiber has and will result in irreparable harm to Telecom Fiber.

114.

The conduct of Defendant Evans, Crowe, and Charles in their breaches of the non-compete covenants in the Evans Agreement, Crowe Agreement, and Charles Agreement has and will result in irreparable harm to Telecom Fiber.

115.

Telecom Fiber prays that this Court issue an Interlocutory and Permanent Injunction against Defendants Mulroney, Evans, Crowe, and Charles:

- (A) From allowing Defendants to misappropriate or use any assets or information of Telecom Fiber;
- (B) Requiring Defendants to disgorge themselves of any assets and/or information of Telecom Fiber;
- (C) Enjoining and restraining Defendants from using, disseminating, or disclosing Telecom Fiber's Trade Secrets and/or Confidential Information;
- (D) Enjoining and restraining Defendants from using any information Defendant Mulroney accessed or downloaded from the Telecom Fiber DropBox account;
- (E) Enjoining and restraining Defendants from using Telecom Fiber's Trade Secrets and/or Confidential Information to induce any Telecom

Fiber customer, including Zayo, to terminate or reduce its business relationship with Telecom Fiber;

- (F) Enjoining and restraining Defendants from accessing, tampering with, purging, deleting or destroying any information, whether in hard copy format or contained in computing equipment in their possession, custody or control;
- (G) Requiring Defendants to, within twenty-four (24) hours after service upon them of the Court's Order, return all Telecom Fiber property and information, without first altering, destroying or otherwise disposing of any such property and information, including but not limited to all electronically-stored information and information accessed from the Telecom Fiber DropBox account;
- (H) Requiring Defendants to, immediately upon presentation of the Court's Order, provide access to and permit a forensic copy be made by Telecom Fiber's chosen ESI vendor of all computers (including but not limited to iPhones and iPads), Personal Digital Assistants, mobile email or smartphone devices, and storage media (including but not limited to flash drives, USB drives, external hard drives, DDs, CDs, etc.) used by Defendants to conduct business or on which any information belonging

to, related to or referring to Telecom Fiber is stored to verify the return, removal or destruction of all Telecom Fiber material or information through a good-faith, mutually agreed upon, third party inspection protocol that will also protect Defendants' personal information, if any; to the extent that Telecom Fiber's chosen ESI vendor determines that any computer, storage media or other device covered by the above description cannot be forensically copied on site, Telecom Fiber's chosen ESI vendor shall be permitted to take such devices for copy at Telecom Fiber's chosen ESI vendor's site and to be returned to Defendants within 72 hours;

- (I) Requiring Defendants to, immediately upon presentation of the Court's Order, confidentially provide Telecom Fiber's chosen ESI vendor with the user name and password of any personal email account and any cloud-based storage platform for ESI used by Defendants and permit access to and a forensic copy to be made of the contents of any such email account to verify the return, removal or destruction of all Telecom Fiber material or information through a good-faith, mutually agreed upon, third party inspection protocol that also will protect Telecom Fiber's personal information, if any;

- (J) Requiring Defendants Evans, Crowe, and Charles to, immediately upon presentation of the Court's Order, cease competing with Telecom Fiber in breach of the non-compete provision contained in the Evans Agreement, Crowe Agreement, and Charles Agreement;
and
- (K) Enjoining Defendants from acting in concert with others to accomplish what is otherwise prohibited by this Court's Order.

116.

Telecom Fiber shows that there is a substantial likelihood that it will prevail on the merits of its causes of action against Defendants, that the harm to Defendants if an injunction is granted is less than the harm that will occur to Telecom Fiber if the injunction is not granted, that Telecom Fiber does not have an adequate remedy of law, and that irreparable harm and injury will occur to Telecom Fiber if Defendants are permitted to interfere with Telecom Fiber's rights and assets as set forth herein.

COUNT IV - BREACH OF CONTRACT
(against Defendant George Bruce Mulrone)

117.

Telecom Fiber reasserts and realleges each and every allegation contained in paragraphs 1 through 116 of this Complaint with the same force and effect as if fully set forth herein.

118.

Defendant Mulrone signed the Mulrone Agreement on November 20, 2015.

119.

The non-disclosure covenant contained in the Mulrone Agreement is valid and enforceable.

120.

Defendant Mulrone breached the Mulrone Agreement in at least three ways.

121.

First, Defendant Mulrone accessed and retained Telecom Fiber's confidential and proprietary data without authorization.

122.

Second, Defendant Mulrone disclosed, both directly and indirectly, Telecom Fiber's Trade Secrets, Confidential Information, and Customer Confidential Information for Defendant Mulrone's own benefit and the benefit of others.

123.

Third, Defendant Mulroneu used and continues to use that data for competitive purposes and to Telecom Fiber's detriment.

124.

Telecom Fiber has been damaged as a result in an amount to be proven at trial.

125.

Telecom Fiber is also entitled to an award of its reasonable attorneys' fees and costs pursuant to O.C.G.A. § 13-6-11 because Defendant Mulroneu has acted in bad faith, has been stubbornly litigious and/or has caused Telecom Fiber unnecessary trouble and expense.

COUNT V - BREACH OF CONTRACT
(against Defendants Evans, Crowe, and Charles)

126.

Telecom Fiber reasserts and realleges each and every allegation contained in paragraphs 1 through 125 of this Complaint with the same force and effect as if fully set forth herein.

127.

Defendant Evans signed the Evans Agreement on June 13, 2016.

128.

Defendant Crowe signed the Crowe Agreement on November 6, 2017.

129.

Defendant Charles signed the Charles Agreement on January 3, 2017.

130.

The non-disclosure and non-compete covenants contained in the Evans Agreement, Crowe Agreement, and Charles Agreement are valid and enforceable.

131.

Defendants Evans, Crowe, and Charles each breached the Telecom Fiber LLC Employee Covenants Agreement that each Defendant signed at the time of their employment with Telecom Fiber in at least three ways.

132.

First, Defendants disclosed, both directly and indirectly, Telecom Fiber's Trade Secrets, Confidential Information, and Customer Confidential Information for Defendants' own benefit and the benefit of others.

133.

Second, Defendants used and continue to use that data for competitive purposes and to Telecom Fiber's detriment.

134.

Third, Defendants began delivering services competitive to Telecom Fiber's services, in the metro Atlanta, Georgia area, within eighteen (18) months of

resigning from Telecom Fiber.

135.

Telecom Fiber has been damaged as a result in an amount to be proven at trial.

136.

Telecom Fiber is also entitled to an award of its reasonable attorneys' fees and costs pursuant to O.C.G.A. § 13-6-11 because Defendants Evans, Crowe, and Charles have acted in bad faith, have been stubbornly litigious and/or have caused Telecom Fiber unnecessary trouble and expense.

COUNT VI – VIOLATION OF THE GEORGIA TRADE SECRETS ACT
(against all Defendants)

137.

Telecom Fiber repeats and realleges each and every allegation set forth in paragraphs 1 through 136 as if fully set forth herein.

138.

As described above, Telecom Fiber has Trade Secrets which derive independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use.

139.

Telecom Fiber's Trade Secrets have been the subject of reasonable efforts to maintain their secrecy. These measures include multi-tiered physical and electronic barriers to sensitive information, including but not limited to password-protected databases, confidentiality and non-disclosure agreements, and limitations on dissemination of information on a need-to-know basis.

140.

Defendants knew Defendants had a duty to maintain the secrecy of Telecom Fiber's Trade Secrets due, in part, to their acknowledgment of such under the Telecom Fiber LLC Employee Covenants Agreement that each Defendant signed.

141.

Defendants misappropriated Telecom Fiber's Trade Secrets by improper means within the meaning of O.C.G.A. § 10-1-761.

142.

Defendants disclosure and use of Telecom Fiber's Trade Secrets in the course of Defendants' employment with Verticom would unfairly advance Verticom's services using the processes, knowledge, and techniques learned during Defendants' employment with Telecom Fiber.

143.

Telecom Fiber has suffered and will continue to suffer actual damages caused by Defendants' misappropriation of its Trade Secrets, and Defendants have been unjustly enriched by their misappropriation of Telecom Fiber's Trade Secrets.

144.

Defendants' misappropriation of Telecom Fiber's Trade Secrets is willful, wanton, reckless and malicious, entitling Telecom Fiber to an award of exemplary damages in an amount authorized by O.C.G.A. § 10-1-763(b).

145.

Defendants' actions will cause irreparable harm and damages to Telecom Fiber and their trade secret information if not restrained.

146.

Telecom Fiber's damages cannot be adequately compensated through remedies at law alone, thereby requiring equitable relief in addition to compensatory relief.

147.

O.C.G.A. § 10-1-762(a) permits an injunction to prohibit actual or threatened misappropriation of a trade secret where the disclosure is by a person who acquired

the knowledge under circumstances giving rise to a duty to maintain its secrecy or limit its use.

148.

Pursuant to O.C.G.A. § 10-1-764, Telecom Fiber is entitled to an award of its attorneys' fees and costs incurred in this action because Defendants have willfully and maliciously misappropriated the Trade Secrets of Telecom Fiber, knowing them to be trade secrets.

COUNT VII – VIOLATION OF THE FEDERAL
DEFEND TRADE SECRETS ACTS
(against all Defendants)

149.

Telecom Fiber repeats and realleges each and every allegation set forth in paragraphs 1 through 148 as if fully set forth herein.

150.

The Defend Trade Secrets Act (“DTSA”) of 2016, Pub. L. No. 114-153, 130 Stat. 376, forbids threatened and actual misappropriation of trade secrets “if the trade secret is related to a product or service used in, or intended for use in, interstate or foreign commerce.” 18 U.S.C. § 1836(b)(1).

151.

Under the DTSA, “trade secret” is defined as follows:

all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, memorialized physically, electronically, graphically, photographically, or in writing if, (A) the owner thereof has taken reasonable measures to keep such information secret, and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

18 U.S.C. § 1839(3).

152.

Under the DTSA, “misappropriation” is defined as follows:

(A) acquisition of a trade secret of another by a person who know or has reason to know that the trade secret was acquired by improper means; or (B) disclosure or use of a trade secret of another without express or implied consent by a person who: (i) used improper means to acquire knowledge of the trade secret or (ii) at the time of disclosure or use, knew or had reason to know that the knowledge of the trade secret was: (I) derived from or through a person who had used improper means to acquire the trade secret; (II) acquired under circumstances giving rise to a duty to maintain the secrecy of the trade secret or limit the use of the trade secret; or (III) derived from or through a person who owed a duty to the person seeking relief to maintain the secrecy of the trade secret or limit the use of the trade secret; or (iii) before a material change of the position of the person, knew or had reason to know that (I) the trade secret was a trade secret and (II) knowledge of the trade secret had been acquired by accident or mistake.

18 U.S.C. § 1893(5).

153.

Under the DTSA, “improper means” “(A) includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means; and (B) does not include reverse engineering, independent derivation, or any other lawful means of acquisition.” 18 U.S.C. § 1839(6).

154.

Certain confidential and proprietary information of Telecom Fiber constitutes trade secrets related to a product or service used in, or intended for use in, interstate commerce, including, but not limited to, Telecom Fiber’s operational structure; customer, supplier, and vendor contracts; pricing structure and pricing matrix; material costs pricing matrix; Fiber Technician training program; methods of reporting on-the-job test results; detailed records of its customers’ networks; fully-stocked service truck inventory and design; quality control procedures for Telecom Fiber’s services; customer service model; detailed records of customer facilities including building locations, network layouts, and fiber routes; fiber splicing diagrams; as-built records; distance records; on-the-job test results; and customer information.

155.

Telecom Fiber's Trade Secrets were developed over a significant period of time and after the expenditure of significant efforts and monetary sums.

156.

Telecom Fiber derives economic value from the fact that its Trade Secrets are not generally known to individuals or entities outside of Telecom Fiber.

157.

Telecom Fiber takes reasonable measures to protect the secrecy of such information including but not limited to using password-protected databases, confidentiality and non-disclosure agreements, and limitations on dissemination of information on a need-to-know basis.

158.

Defendants acquired Telecom Fiber's Trade Secrets under circumstances giving rise to a duty to maintain the secrecy of the Trade Secrets.

159.

Defendants knew Defendants had a duty to maintain the secrecy of Telecom Fiber's Trade Secrets due, in part, to their acknowledgement of such under the Telecom Fiber LLC Employee Covenants Agreement that each Defendant signed.

160.

Defendant Mulronev has, without authorization, manipulated approximately over four thousand (4,000) files containing Telecom Fiber's Trade Secrets, most of which relate to Zayo, Telecom Fiber's primary customer.

161.

Shortly after resigning from Telecom Fiber, Defendant Mulronev began employment with Verticom, Telecom Fiber's competitor.

162.

Shortly after Defendant Mulronev began his employment with Verticom and less than eighteen (18) months after their resignation from Telecom Fiber, Defendants Evans, Crowe, and Charles began their employment with Verticom.

163.

Defendants Evans, Crowe, and Charles breached Defendants' promise not to provide the same or similar services to a competitor of Telecom Fiber within eighteen (18) months after leaving Telecom Fiber.

164.

Shortly after Defendant Mulronev began his employment with Verticom, Zayo began decreasing the volume of its business with Telecom Fiber and upon information and belief, has transferred its business to Verticom.

165.

Thus, Telecom Fiber reasonably believes that Defendants misappropriated or will misappropriate Telecom Fiber's Trade Secrets in the course and scope of their employment with Verticom.

166.

Defendants' disclosure and use of Telecom Fiber's Trade Secrets in the course of Defendants' employment with Telecom Fiber's competitor would unfairly advance Telecom Fiber's competitor using the processes and techniques learned during Defendants' employment with Telecom Fiber.

167.

Defendants' actions constitute actual and threatened misappropriation in violation of the DTSA.

168.

Telecom Fiber has suffered irreparable harm as a result of Defendants' actual and threatened breach of the DTSA, including loss of proprietary and trade secret knowledge related to the fiber optic network in the metro Atlanta area, harm to Telecom Fiber's goodwill and reputation, and an unfair reduction in Telecom Fiber's competitive advantage in the fiber optic network construction and repair service industry.

169.

Telecom Fiber's damages cannot be adequately compensated through remedies at law alone thereby requiring equitable injunctive relief in addition to compensatory relief.

170.

Defendants' actions will continue to cause irreparable harm and damages to Telecom Fiber and its Trade Secrets if not restrained.

171.

In addition to equitable relief, Telecom Fiber is entitled to actual damages from Defendants, jointly and severally, and for attorney's fees to the extent Defendants have already misappropriated Telecom Fiber's Trade Secrets.

COUNT VIII – CONVERSION
(against all Defendants)

172.

Telecom Fiber repeats and realleges each and every allegation set forth in paragraphs 1 through 171 as if fully set forth herein.

173.

Telecom Fiber has a valid, legally enforceable, and immediate right to the possession of all its protected Trade Secrets and Confidential Information.

174.

By maintaining Telecom Fiber's protected Trade Secrets and Confidential Information, either in hard-copy or electronic form, Defendants have deprived Telecom Fiber of its right to possess its Trade Secrets and Confidential Information without lawful justification and without Telecom Fiber's consent and converted this property to their own use despite the ownership rights of Telecom Fiber.

175.

As a direct, legal and proximate result of Defendants' deprivation of Telecom Fiber's right to possess its Trade Secrets and Confidential Information, Telecom Fiber has been deprived of its right to possess this property and has been damages in an amount to be determined at trial.

COUNT IX – CIVIL CONSPIRACY
(against all Defendants)

176.

Telecom Fiber repeats and realleges each and every allegation set forth in paragraphs 1 through 175 as if fully set forth herein.

177.

Defendants Mulroney, Evans, Crowe, and Charles, acting in concert with one another, conspired to commit the conversion of Telecom Fiber's files and the misappropriation of Telecom Fiber's Trade Secrets and Confidential Information.

178.

Defendants Mulroney, Evans, Crowe, and Charles, acting in concert with one another, conspired to commit the above described tortious conduct as part of an orchestrated scheme designed to induce Zayo, Telecom Fiber's customer, to cease doing business with Telecom Fiber and instead do business with Verticom.

179.

Defendants conspired to commit the torts alleged in this complaint (including, without limitation, the conversion of Telecom Fiber's files and the misappropriation of Telecom Fiber's Trade Secrets and Confidential Information) with knowledge that such conspiracy was wrongful and would cause Telecom Fiber financial and other harm.

180.

As a direct and proximate result of Defendants' conspiracy, Defendants have induced Zayo, Telecom Fiber's customer, to cease doing business with Telecom Fiber and instead do business with Verticom, Defendants' new employer.

181.

As a result, all Defendants are jointly and severally liable for the wrongful conduct committed in furtherance of the above-described conspiracy.

182.

Telecom Fiber is entitled to actual and compensatory damages (including, without limitation, lost profits and damages for injury to Telecom Fiber's reputation and goodwill) and attorney's fees and costs.

COUNT X – PUNITIVE DAMAGES
(against all Defendants)

183.

Telecom Fiber repeats and realleges each and every allegation set forth in paragraphs 1 through 182 as if fully set forth herein.

184.

Defendants' conduct described above was committed with such willful misconduct, malice, fraud, wantonness, oppression, or entire want of care so as to raise a presumption of conscious indifference to consequences.

185.

Telecom Fiber is therefore entitled to punitive damages in an amount to be determined at trial so as to punish, penalize, or deter Defendants, pursuant to O.C.G.A. § 51-12-5.1.

COUNT XI – ATTORNEY’S FEES AND COSTS
(against all Defendants)

186.

Telecom Fiber repeats and realleges each and every allegation set forth in paragraphs 1 through 185 as if fully set forth herein.

187.

Defendants’ conduct as described above constitutes bad faith, has been stubbornly litigious, and has caused Telecom Fiber unnecessary trouble and expense.

188.

Telecom Fiber is therefore entitled to recover its expenses of litigation, including reasonable attorney’s fees, from Defendants pursuant to O.C.G.A. § 13-6-11.

WHEREFORE, Telecom Fiber respectfully request that this Court grant the following relief:

- (A) A jury trial on all issues so triable;
- (B) Injunctive relief as follows:
 - (1) From allowing Defendants to misappropriate or use any assets or information of Telecom Fiber;
 - (2) Requiring Defendants to disgorge themselves of any assets and/or information of Telecom Fiber;

- (3) Enjoining and restraining Defendants from using, disseminating, or disclosing Telecom Fiber's Trade Secrets and/or Confidential Information;
- (4) Enjoining and restraining Defendants from using any information Defendant Mulronev accessed or downloaded from the Telecom Fiber DropBox account;
- (5) Enjoining and restraining Defendants from using Telecom Fiber's Trade Secrets and/or Confidential Information to induce any Telecom Fiber customer, including Zayo, to terminate or reduce its business relationship with Telecom Fiber;
- (6) Enjoining and restraining Defendants from accessing, tampering with, purging, deleting or destroying any information, whether in hard copy format or contained in computing equipment in their possession, custody or control;
- (7) Requiring Defendants to, within twenty-four (24) hours after service upon them of the Court's Order, return all Telecom Fiber property and information, without first altering, destroying or otherwise disposing of any such property and information, including but not limited to all electronically-stored information

and information accessed from the Telecom Fiber DropBox account;

- (8) Requiring Defendants to, immediately upon presentation of the Court's Order, provide access to and permit a forensic copy be made by Telecom Fiber's chosen ESI vendor of all computers (including but not limited to iPhones and iPads), Personal Digital Assistants, mobile email or smartphone devices, and storage media (including but not limited to flash drives, USB drives, external hard drives, DDs, CDs, etc.) used by Defendants to conduct business or on which any information belonging to, related to or referring to Telecom Fiber is stored to verify the return, removal or destruction of all Telecom Fiber material or information through a good-faith, mutually agreed upon, third party inspection protocol that will also protect Defendants' personal information, if any; to the extent that Telecom Fiber's chosen ESI vendor determines that any computer, storage media or other device covered by the above description cannot be forensically copied on site, Telecom Fiber's chosen ESI vendor shall be permitted to take such devices for copy at Telecom

Fiber's chosen ESI vendor's site and to be returned to Defendants within 72 hours;

- (9) Requiring Defendants to, immediately upon presentation of the Court's Order, confidentially provide Telecom Fiber's chosen ESI vendor with the user name and password of any personal email account and any cloud-based storage platform for ESI used by Defendants and permit access to and a forensic copy to be made of the contents of any such email account to verify the return, removal or destruction of all Telecom Fiber material or information through a good-faith, mutually agreed upon, third party inspection protocol that also will protect Telecom Fiber's personal information, if any;
- (10) Requiring Defendants Evans, Crowe, and Charles to, immediately upon presentation of the Court's Order, cease competing with Telecom Fiber in breach of the non-compete provision contained in the Evans Agreement, Crowe Agreement, and Charles Agreement;
and
- (11) Enjoining Defendants from acting in concert with others to

accomplish what is otherwise prohibited by this Court's Order.

- (C) A judgment against Defendants in an amount to be determined at trial;
- (D) Punitive damages against Defendants in and amount to be determined by the enlightened conscience of a jury, but no less than \$250,000.00;
- (E) Expenses of litigation, including reasonable attorney's fees and costs; and
- (F) Such further relief that the Court deems just, equitable and appropriate under the circumstances.

Respectfully submitted this 21st day of September, 2020.

/s/ Angelina Whitaker

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