UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

DOCUMENT TECHNOLOGIES, INC. EPIQ SYSTEMS, INC., AND EPIQ EDISCOVERY SOLUTIONS, INC.	)	
Plaintiffs,	)	**CIVIL ACTION FILE NO.** ____________
v.	)	
STEVE WEST, JOHN PARKER, and SETH KREGER,	)	
Defendants.	)	

PLAINTIFFS' COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiffs Document Technologies, Inc. and its wholly-owned subsidiaries Epiq Systems, Inc. ("Epiq") and Epiq eDiscovery Solutions, Inc. ("Epiq eDiscovery") (referred to collectively herein with Document Technologies, Inc. as "DTI" or "Plaintiffs" or "Company") by and through undersigned counsel, hereby file this Complaint seeking injunctive relief and damages against Defendants Steve West ("West"), John Parker ("Parker"), and Seth Kreger ("Kreger") (collectively, the "Former Employees" or "Defendants").

PRELIMINARY STATEMENT

This case involves three former high-volume sales employees of DTI (West, Parker, and Kreger) who along with another employee Mark Hosford ("Hosford") conspired with DTI's direct competitor LDiscovery, LLC d/b/a KrolLDiscovery ("LDiscovery") to misappropriate DTI's confidential, proprietary, and trade secret information, and then utilize this information to unlawfully interfere with DTI's business relationships. Specifically, LDiscovery enticed

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Defendants to abandon their contractual obligations to DTI and breach all fiduciary duties and duties of loyalty owed thereto with the promise of nearly $24 million in guaranteed payments in exchange for using the goodwill and customer relationships garnered during their employment with DTI for the benefit of LDiscovery.

For months during their employment with DTI, the Defendants colluded with LDiscovery through unlawful meetings and conference calls to plan the unlawful pirating of DTI's confidential and proprietary information. In furtherance of their illegal scheme, Defendants unlawfully accessed DTI's computer systems and computing resources to steal information regarding customer preferences and histories, and in some cases, view illicit pornographic material in violation of DTI's policies governing computer and network access. Significantly, Defendants' misconduct will inevitably harm DTI and provide a competitive advantage to LDiscovery, and DTI will continue to be damaged unless Defendants are restrained from using their ill-gotten knowledge and opportunities to gain a competitive advantage over DTI.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Document Technologies, Inc. is a corporation that is organized under Georgia law. DTI provides collections, processing and hosting, forensics and expert services, eDiscovery managed services, technology assisted review, project management, and managed document review for distinguished law firms and corporate legal departments. DTI is also registered to do business in the state of New York.

2. Plaintiff Epiq Systems, Inc. ("Epiq") is a corporation that is organized under Missouri law. Epiq is also registered to do business in the state of New York. Epiq is a wholly-owned subsidiary of DTI.

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3. Plaintiff Epiq eDiscovery Solutions, Inc. ("Epiq eDiscovery") is a corporation organized under the laws of the state of Delaware. Epiq eDiscovery is also registered to do business in the state of New York. Epiq eDiscovery is a wholly-owned subsidiary of Epiq.

4. Defendant West is a former DTI employee, and upon information and belief, is currently a consultant and/or employee of LDiscovery. Upon information and belief, West resides in Dallas, Texas where he may be served with service of process.

5. Defendant Parker is a former DTI employee, and upon information and belief, is currently a consultant and/or employee of LDiscovery. Upon information and belief, Parker resides in Chicago, Illinois where he may be served with service of process.

6. Defendant Kreger is a former DTI employee, and upon information and belief, is currently a consultant and/or employee of LDiscovery. Upon information and belief, West resides in Arlington, Virginia where he may be served with service of process.

7. This Court has proper jurisdiction over the subject matter of this action under 28 U.S.C. § 1331, as this action arises under the laws of the United States, specifically, 18 U.S.C. § 1030 and 18 U.S.C. § 1833. Furthermore, this Court has supplemental jurisdiction over the state law claims articulated herein, pursuant to 28 U.S.C. § 1367.

8. This Court also has proper jurisdiction over the subject matter of this action under 28 U.S.C. § 1332(a)(1) as the matter in controversy exceeds the sum of $75,000.000 and is between citizens of different states.

9. This Court has personal jurisdiction over Defendants pursuant to N.Y.C.P.L.R. § 302(a)(1), (2), and (3) because Defendants transact business within the state and/or contract to supply goods or services within the state; Defendants have committed a tortious act within this

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state; and/or Defendants have caused injury to DTI within this state arising out of a tortious act by the Defendants outside this state while soliciting business or providing service activities within this state and deriving substantial revenue from goods used or services rendered within the state. Moreover, under their respective employment agreements, Defendants expressly consented to the personal jurisdiction of this Court.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) and (3)because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district and Defendants have consented to the Court's personal jurisdiction with respect to this action.

FACTS

West's, Parker's, and Kreger's Employment with DTI

11. On or about June 25, 2009, West began employment as the Business Development Manager for De Novo Legal, LLC ("De Novo"), which was later acquired by Epiq Systems Holdings, LLC, a subsidiary of Epiq.

12. As Business Development Manager for De Novo, West was responsible for marketing and selling De Novo's eDiscovery management solutions to law firms.

13. On or about December 26, 2011, following the acquisition of De Novo by Epiq Systems Holdings, LLC, West entered into an Employment, Confidential Information, Invention Assignment and Arbitration Agreement ("the West Employment Agreement") with De Novo Legal LLC and its successors and assigns, including Epiq.

14. Thus, on or about December 26, 2011, West became a sales associate for Epiq. West's duties remained unchanged as he was responsible for marketing and selling Epiq's

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eDiscovery solutions and generating new clients and customer relationships, at Epiq's expense, on behalf of Epiq.

15. In or about June 2016, Plaintiff Document Technologies, Inc. acquired Epiq and Epiq eDiscovery.

16. Until his resignation on January 5, 2017, West continued in his position as a sales associate on behalf of Epiq.

17. On or about June 18, 2008, Parker entered into an Employment, Confidential Information, Invention Assignment and Arbitration Agreement ("the Parker Employment Agreement") with Epiq eDiscovery and its successors and assigns.

18. As a sales associate for Epiq eDiscovery, Parker was responsible for marketing and selling Epiq eDiscovery's document review and management solutions and generating new clients and customer relationships, at Epiq eDiscovery's expense, on behalf of Epiq eDiscovery.

19. Until his resignation on January 5, 2017, Parker continued in his position as a sales associate on behalf of Epiq eDiscovery.

20. On or about January 21, 2009, Kreger into an Employment, Confidential Information, Invention Assignment and Arbitration Agreement ("the Kreger Employment Agreement") with Epiq eDiscovery and its successors and assigns and began employment as a sales associate.

21. As a sales associate, Kreger was responsible for marketing and selling Epiq eDiscovery's document review and management solutions and generating new clients and customer relationships, at Epiq eDiscovery's expense, on behalf of Epiq eDiscovery.

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22. Until his resignation on January 5, 2017, Kreger continued in his position as a sales associate for Epiq eDiscovery.

23. Together, West, Parker, and Kreger (collectively, the "Former Employees") were responsible for managing some of DTI's most lucrative business relationships with its clients.

24. As a result of their positions with respect to DTI's most significant business accounts, DTI provided the Former Employees with purchasing cards to be used at their discretion in soliciting and maintaining DTI's business and customer relationships.

25. Also, the Former Employees received commissions and incentive compensation based upon their sales performance.

26. Given their status as trusted, high-level salespersons, the Former Employees had knowledge of and access to DTI's confidential, proprietary, and trade secret information for business purposes. This information included DTI's financial information, pricing information, pricing calculation models, bidding strategies, profit margins, customer contacts and preferences, customer purchase histories and service needs, processes, methods, and information regarding developing new products and services which derives significant independent economic value from not being generally known to the public or DTI's competitors.

27. DTI also provided the Former Employees with credentials to access its on-demand customer relationship management software ("CRM") which maintained information regarding customer preferences, interactions, customer purchase histories, and predictive modeling of customers' future purchases based on past behavior.

28. DTI only provided credentials to access its CRM to employees with a legitimate business need.

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DTI's Confidentiality Policies

29. In the highly competitive industry in which DTI operates, its confidential, proprietary, and trade secret information is critical to maintaining DTI's competitive position. Accordingly, DTI takes a number of steps to protect the confidentiality of its information. Such steps include: (1) requiring the execution of non-disclosure, non-compete, and non-solicitation restrictive covenants; (2) including policies in the Associate Guide that forbid employees from misappropriating DTI's confidential, proprietary, and trade secret information; (3) requiring sales employees to execute acknowledgements of the policies contained in the Associate Guide and instructing employees to avoid conflicts of interest; (4) conducting on-the-job security training and utilizing occupational security best practices; (5) implementing electronic security measures, such as use of passwords, security time-outs on computers, and segregation of confidential information; and (6) employing physical security measures, such as placing locks on offices, doors, and file cabinets.

30. The Former Employees executed acknowledgements of the Associate Guide, including the policies identified therein.

31. One of the policies contained in the Associate Guide is the "No Personal Use of Epiq Information" Policy. Pursuant to this policy, the Former Employees were strictly prohibited from using any information including sensitive or confidential information of their employer, its vendors, customers, and other third parties received by their employer for personal reasons and were required to abide by the confidentiality and non-disclosure obligations set forth in their respective employment agreements which governed the Former Employees' employment.

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32. Further the "Permitted Use of Company Computer Network" provision of the Associate Guide prohibited the Former Employees from accessing DTI's computer network and computing resources for non-business purposes. This provision provides that "[a]buse of the computer network or the Internet may result in disciplinary action, including possible termination of employment, and civil and/or criminal liability."

33. Notably, the Former Employees were provided with Company-owned laptop computers and were required to abide by all DTI policies governing the use of such devices.

34. The Associate Guide also contained a provision prohibiting misappropriation of DTI's trade secrets entitled "Communication of Trade Secrets is Strictly Prohibited." This provision of the Associate Guide provided that "Associates are strictly prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets or other confidential information belonging to the Company or any third-party with whom the Company has entered into a confidentiality agreement. Unauthorized dissemination of such material may result in severe disciplinary action, including termination of employment, as well as substantial civil and criminal penalties under applicable law."

35. Finally, the Associate Guide required that all employees return all Company property prior to their last day of work.

DTI's Acceptable Use Policy

36. The Former Employees were also required to abide by the Company's Acceptable Use Policy which set forth the allowable and disallowable use of electronic devices and network resources at the Company. The Former Employees acknowledged their willingness to abide by the Company's Acceptable Use Policy when they accessed DTI's intranet.

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37. Paragraphs 4.1.2, 4.1.3 and 4.1.4 of the Acceptable Use Policy provide that all employees are prohibited from using the Company's electronic devices or computer networks for any unlawful purposes and must ensure that proprietary information remains within the control of the Company at all times.

38. Paragraph 4.1.6 of the Acceptable Use Policy provides that all associates, including the Former Employees, are required to report any incident, infraction, or violation of the Acceptable Use Policy, whether willful or accidental. An incident may include but is not limited to: attempts (either failed or successful) to gain unauthorized access to a system or its data; unwanted disruption or denial of service; unauthorized use of a system for the transmission, processing or storage of data; and exporting or making illegal copies or downloads of software.

39. Paragraph 4.3.7 of the Acceptable Use Policy provides that employees using Information Technology ("IT") assets, including the Internet, email, and the CRM made available to the Former Employees, are doing so for the benefit of the Company and may not sell, disclose, exploit or use corporate IT assets for personal benefit or for the benefit of any individual or organization.

40. Under paragraph 4.3.12 of the Acceptable Use Policy, downloading or installing software, including "wiping" software, onto IT assets is prohibited unless an exception has been granted by the head of the relevant business unit and the IT department has determined that such exception will not interfere with the operation of IT assets.

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DTI's Wireless Device Policy

41. The Former Employees were also provided with DTI-issued mobile phones or DTI paid for the services associated with the Former Employees' use of mobile phones purchased individually in furtherance of their duties as employees of DTI.

42. By accepting DTI-issued mobile phones or DTI's payment of service for individually purchased mobile phones, the Former Employees agreed to abide by DTI's Wireless Device Policy.

43. DTI's Wireless Device Policy provides that all Company-provided wireless devices (including designated phone numbers for the devices) are considered work-related assets and are the property of the Company. The Wireless Device Policy also provides that wireless devices are to be used for business communications in support of an associate's duties and responsibilities.

44. Importantly, pursuant to the Wireless Device Policy, all emails, contacts, instant messages, and text messages on the Former Employees' mobile devices were the property of the Company and subject to all applicable policies including the Acceptable Use Policy and the Associate Guide.

West's, Parker's, and Kreger's Employment Agreements

45. In another effort to protect its legitimate business interests and the time and effort expended in providing specialized training and resources to its sales employees, DTI had each of the Former Employees execute employment agreements containing non-disclosure, non-competition, and non-solicitation restrictive covenants.

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The West Employment Agreement

46. Pursuant to the West Employment Agreement, West agreed at all times during his employment and thereafter, to not use or disclose to any person, firm, or corporation, except for the benefit of the Company, any of the Company's Confidential Information.

47. Under paragraph 2 of the West Employment Agreement, Confidential Information means any information of the Company, its vendors or its customers, including but not limited to any proprietary information, technical data, trade secrets or know-how, information relating to research, product plans, products, services, customer lists, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration, marketing or finances, or other business information in any form including but not limited to electronic, oral, visual, or hard copy.

48. Under paragraph 10 of the West Employment Agreement, West agreed that during the term of his employment with the Company, he would not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company was involved or became involved during the term of his employment. West also agreed not to engage in any other activities that conflicted with his obligations to the Company.

49. Pursuant to paragraph 11 of the West Employment Agreement, West agreed that for a period of twelve months immediately following the termination of his employment with the Company for any reason, he would not compete against the Company and its parents, subsidiaries and affiliates engaged in the business of document review, legal staffing and

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placement services or work for any company that provided the same or similar services to those provided by the Company as of his termination date.

50. Under paragraph 11 of the West Employment Agreement, West further agreed not to engage in employment with or provide independent contractor or consulting services for any person, corporation, firm or other entity which provides any service or services which compete against any service or services offered by the Company within its territories. West also agreed to the reasonableness of the non-competition covenant in the West Employment Agreement.

51. Pursuant to paragraph 12 of the West Employment Agreement, West agreed that upon leaving the employ of the Company, he would promptly deliver to the Company (and would not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawing, blueprints, sketches, materials, equipment, or other documents or property, or reproductions of any aforementioned items developed by West pursuant to his employment with the Company that constitute Confidential Information or otherwise belong to the Company, its successors and assigns.

52. West further agreed that he would promptly sign and deliver a "Termination Certification" upon his termination which provides as follows: "I certify that I have complied, and will continue to comply with, all of the terms, conditions, and obligations, including any and all of the post-termination obligations set forth in that certain Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the 'Agreement') between me and the Company, as defined in the Agreement."

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53. Pursuant to paragraph 14 and the non-solicitation covenant of the West Employment Agreement, West acknowledged and agreed that the names and addresses of the Company's customers constitute Confidential Information of the Company, the unauthorized use and disclosure of which would constitute unfair competition.

54. West further agreed that for a period of twelve months following the termination of employment, he would not directly or indirectly, either on behalf of himself or for any other person, corporation, firm, company, or other business entity do any of the following acts: (a) solicit, serve or cater to any of the Company's customers whom he solicited, served, or catered to on behalf of the Company or with whom he became acquainted during the course of any employment with the Company; (b) divert or attempt to divert any of the Company's customers or any of the business or patronage of such customers; (c) call upon, influence, or attempt to influence any of the Company's customers to transfer their business or patronage from the Company to West, or to any other person, corporation, firm, company or business entity engaged in a business similar to the Company's business.

55. Under paragraph 15 of the West Employment Agreement, West also agreed that for a period of twelve months following the termination of employment, he would not either directly or indirectly, hire or attempt to hire, solicit, induce, recruit or encourage any other employees or agents of the Company to terminate their employment or agency relationship with the Company in order to work for any person, corporation, firm, company or business entity other than the Company.

56. Finally, pursuant to paragraph 17 of the West Employment Agreement, West agreed that he would diligently adhere to the Company's Conflict of Interest Guidelines which

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prohibit West from unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

57. A true and correct copy of the West Agreement is attached hereto as **Exhibit A**.

58. West agreed to abide by the terms and conditions of the West Employment Agreement.

The Parker Employment Agreement

59. Pursuant to the non-disclosure obligations of the Parker Employment Agreement, Parker agreed at all times during his employment and thereafter, to not use or disclose to any person, firm, or corporation, except for the benefit of the Company, any of the Company's Confidential Information.

60. Under paragraph 2 of the Parker Employment Agreement, Confidential Information means any information of the Company, its vendors or its customers, including but not limited to any proprietary information, technical data, trade secrets or know-how, information relating to research, product plans, products, services, customer lists, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration, marketing or finances, or other business information in any form including but not limited to electronic, oral, visual, or hard copy.

61. Under paragraph 10 of the Parker Employment Agreement, Parker agreed that during the term of his employment with the Company, he would not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company was involved or became involved during the term of his employment.

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Parker also agreed not to engage in any other activities that conflicted with his obligations to the Company.

62. Pursuant to paragraph 11 of the Parker Employment Agreement, Parker agreed that for a period of twelve months immediately following the termination of his employment with the Company for any reason, he would not compete against the Company and its parents, subsidiaries and affiliates engaged in the business of document review, legal staffing and placement services or that provided the same or similar services to those provided by the Company as of his termination date.

63. Under paragraph 11 of the Parker Employment Agreement, Parker further agreed not to engage in employment with or provide independent contractor or consulting services for any person, corporation, firm or other entity which provides any service or services which compete against any service or services offered by the Company within its territories. Parker also agreed to the reasonableness of the non-competition covenant in the Parker Employment Agreement.

64. Pursuant to paragraph 12 of the Parker Employment Agreement, Parker agreed that upon leaving the employ of the Company, he would promptly deliver to the Company (and would not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawing, blueprints, sketches, materials, equipment, or other documents or property, or reproductions of any aforementioned items developed by Parker pursuant to his employment with the Company that constitute Confidential Information or otherwise belong to the Company, its successors and assigns.

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65. Parker further agreed that he would promptly sign and deliver a "Termination Certification" upon his termination which provides as follows: "I certify that I have complied, and will continue to comply with, all of the terms, conditions, and obligations, including any and all of the post-termination obligations set forth in that certain Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the 'Agreement') between me and the Company, as defined in the Agreement."

66. Pursuant to paragraph 14 and the non-solicitation covenant of the Parker Employment Agreement, Parker acknowledged and agreed that the names and addresses of the Company's customers constitute Confidential Information of the Company, the unauthorized use and disclosure of which would constitute unfair competition.

67. Parker further agreed that for a period of twelve months following the termination of employment, he would not directly or indirectly, either on behalf of himself or for any other person, corporation, firm, company, or other business entity do any of the following acts: (a) solicit, serve or cater to any of the Company's customers whom he solicited, served, or catered to on behalf of the Company or with whom he became acquainted during the course of any employment with the Company; (b) divert or attempt to divert any of the Company's customers or any of the business or patronage of such customers; (c) call upon, influence, or attempt to influence any of the Company's customers to transfer their business or patronage from the Company to Parker, or to any other person, corporation, firm, company or business entity engaged in a business similar to the Company's business.

68. Under paragraph 15 of the Parker Employment Agreement, Parker also agreed that for a period of twelve months following the termination of employment, he would not either

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directly or indirectly, hire or attempt to hire, solicit, induce, recruit or encourage any other employees or agents of the Company to terminate their employment or agency relationship with the Company in order to work for any person, corporation, firm, company or business entity other than the Company.

69. Finally, pursuant to paragraph 16 of the Parker Employment Agreement, Parker agreed that he would diligently adhere to the Company's Conflict of Interest Guidelines which prohibit Parker from unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

70. A true and correct copy of the Parker Agreement is attached hereto as **Exhibit B**.

71. Parker agreed to abide by the terms and conditions of the Parker Employment Agreement.

The Kreger Employment Agreement

72. Pursuant to the non-disclosure obligations of the Kreger Employment Agreement, Kreger agreed at all times during his employment and thereafter, to not use or disclose to any person, firm, or corporation, except for the benefit of the Company, any of the Company's Confidential Information.

73. Under paragraph 2 of the Kreger Employment Agreement, Confidential Information means any information of the Company, its vendors or its customers, including but not limited to any proprietary information, technical data, trade secrets or know-how, information relating to research, product plans, products, services, customer lists, customers, markets, software, developments, inventions, processes, formulas, technology, designs,

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drawings, engineering, hardware configuration, marketing or finances, or other business information in any form including but not limited to electronic, oral, visual, or hard copy.

74. Under paragraph 10 of the Kreger Employment Agreement, Kreger agreed that during the term of his employment with the Company, he would not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company was involved or became involved during the term of his employment. Kreger also agreed not to engage in any other activities that conflicted with his obligations to the Company.

75. Pursuant to paragraph 11 of the Kreger Employment Agreement, Kreger agreed that for a period of twelve months immediately following the termination of his employment with the Company for any reason, he would not compete against the Company or provide independent contractor or consulting services for any person, corporation, firm or other entity which provides any service or services which compete against any service or services offered by the Company within its territories. Kreger also agreed to the reasonableness of the non-competition covenant in the Kreger Employment Agreement.

76. Pursuant to paragraph 12 of the Kreger Employment Agreement, Kreger agreed that upon leaving the employ of the Company, he would promptly deliver to the Company (and would not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawing, blueprints, sketches, materials, equipment, or other documents or property, or reproductions of any aforementioned items developed by Kreger pursuant to his employment with the Company that

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constitute Confidential Information or otherwise belong to the Company, its successors and assigns.

77. Kreger further agreed that he would promptly sign and deliver a "Termination Certification" upon his termination which provides as follows: "I certify that I have complied, and will continue to comply with, all of the terms, conditions, and obligations, including any and all of the post-termination obligations set forth in that certain Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the 'Agreement') between me and the Company, as defined in the Agreement."

78. Pursuant to paragraph 14 and the non-solicitation covenant of the Kreger Employment Agreement, Kreger acknowledged and agreed that the names and addresses of the Company's customers constitute Confidential Information of the Company, the unauthorized use and disclosure of which would constitute unfair competition.

79. Kreger further agreed that for a period of twelve months following the termination of employment, he would not directly or indirectly, either on behalf of myself or for any other person, corporation, firm, company, or other business entity do any of the following acts: (a) solicit, serve or cater to any of the Company's customers whom he solicited, served, or catered to on behalf of the Company or with whom he became acquainted during the course of any employment with the Company; (b) divert or attempt to divert any of the Company's customers or any of the business or patronage of such customers; (c) call upon, influence, or attempt to influence any of the Company's customers to transfer their business or patronage from the Company to Kreger, or to any other person, corporation, firm, company or business entity engaged in a business similar to the Company's business.

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80. Under paragraph 15 of the Kreger Employment Agreement, Kreger also agreed that for a period of twelve months following the termination of employment, he would not either directly or indirectly, hire or attempt to hire, solicit, induce, recruit or encourage any other employees or agents of the Company to terminate their employment or agency relationship with the Company in order to work for any person, corporation, firm, company or business entity other than the Company.

81. Finally, pursuant to paragraph 16 of the Kreger Employment Agreement, Kreger agreed that he would diligently adhere to the Company's Conflict of Interest Guidelines which prohibit Kreger from unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

82. A true and correct copy of the Kreger Agreement is attached hereto as **Exhibit C**.

83. Kreger agreed to abide by the terms and conditions of the Kreger Employment Agreement.

The Former Employees Unlawfully Conspire With LDiscovery

84. Upon information and belief, at least as early as June 2016 through the date of the Former Employees' resignation from DTI on January 5, 2017, the Former Employees began communicating with Christopher Weiler ("Weiler"), the President of LDiscovery and DTI's direct competitor.

85. As sales employees of DTI, the Former Employees had no legitimate business reason to communicate with the President of DTI's direct competitor.

86. Specifically, West used his DTI-owned telephone number to communicate with Weiler on at least thirty separate occasions between June 2016 and January 2017.

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87. West used his DTI-owned telephone number to communicate with LDiscovery President Weiler for several hours while he was still employed with DTI and had access to its trade secret, confidential, and proprietary information.

88. Defendant West would often use his DTI-owned telephone number to call Parker, Hosford, or Kreger within minutes of speaking with LDiscovery President Weiler.

89. At least as early as September 2016, at least two of the Former Employees appeared to have met in person with Chris Weiler, as they were in the immediate vicinity of McLean, Virginia, the location of LDiscovery's headquarters at the same time.

90. Further, upon information and belief, at least one of the Former Employees used his DTI-issued computer and DTI's computing resources to receive and review a proposed term sheet (the "Proposed Final Term Sheet") dated December 1, 2016 between the Former Employees and LDiscovery.

91. This Proposed Final Term Sheet suggests that the Former Employees and LDiscovery conspired during the Former Employees' employment with DTI, going at least as far back as June 2016, to misappropriate DTI's trade secret, confidential and proprietary information and interfere with DTI's business relationships in violation of various restrictive covenants.

The Written Agreement Evidencing The Nearly $24 Million Conspiracy Between LDiscovery And The Former Employees

92. Pursuant to the Proposed Final Term Sheet, the Former Employees were to receive signing bonuses if they agreed to work for LDiscovery after the expiration of their one-year non-competition covenants with DTI.

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93. Also pursuant to the Proposed Final Term Sheet, the Former Employees were to receive signing bonuses as follows: West would receive a bonus of $1.3 million; Kreger would receive a signing bonus of $1.4 million; Parker would receive a signing bonus of $1.2 million; and Hosford would receive a signing bonus of $1.2 million.

94. The Proposed Final Term Sheet provides that the Former Employees were to receive the signing bonuses in equal installments on March 30, 2017, June 30, 2017, September 30, 2017 and December 30, 2017.

95. Under the Proposed Final Term Sheet, the Former Employees would also receive the following set salaries from LDiscovery after a "Sit Out" period of one year: Steven West would receive $846,187.48; Seth Kreger would receive $911,278.80; John Parker would receive $781,096.11; and Mark Hosford would receive $781,096.11.

96. Also, pursuant to the Proposed Final Term Sheet, the Former Employees would be guaranteed an equal share in a minimum $14 million "transaction bonus" payment in the event of a change in control within the first two years of employment.

97. In total, the Proposed Final Term Sheet provides the Former Defendants with nearly $24 million in potential guaranteed payments during the first two years of work with LDiscovery.

98. The amount of the signing bonuses and guaranteed payments offered by LDiscovery suggests that the Former Employees shared DTI's trade secret, proprietary, and confidential information regarding its customers, customer preferences, pricing calculations, and other strategies in violation of the Former Employees' respective employment agreements.

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99. Upon information and belief, LDiscovery would only be willing to pay the Former Employees such extraordinary amounts of money if it had received tangible proof of the market share it could capture upon the Former Employees' separation from DTI.

100. Upon information and belief, the Former Employees used DTI's trade secret, confidential, and proprietary information to provide LDiscovery with assumptions regarding available market share, and LDiscovery relied upon these assumptions in offering the Former Employees signing bonuses and guaranteed payments pursuant to the Proposed Final Term Sheet.

101. The Proposed Final Term Sheet further provided that if any of the Former Employees failed to show up for work with LDiscovery after a "Sit Out" period of one year for no legitimate reason, then that individual would be contractually obligated to repay the full signing bonus.

102. Pursuant to the Proposed Final Term Sheet, LDiscovery would also pay one hundred percent of the COBRA premiums incurred by the Former employees upon their resignation from DTI.

103. Also under the Proposed Final Term Sheet, the Former Employees would receive commissions on their sales on behalf of LDiscovery. With regard to commissions and the ability of the Former Employees to produce and receive credit for their sales, LDiscovery agreed that if the Former Employees had relationships at their prior employer or otherwise, then they would be given full credit for all work generated by those clients.

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LDiscovery Agrees To Indemnify The Former Employees For Breach Of Their Restrictive Covenants

104. The Proposed Final Term Sheet also states that LDiscovery would reimburse the fees and expenses of counsel for the Former Employees at the Curley, Hurtgen & Johnsrud law firm (the "Curley Firm") in connection with advice and counsel provided on transition from DTI, negotiation of agreements, and working through required documents up to an agreed maximum amount of $50,000.

105. Notably, upon information and belief, the Former Employees used their DTI-issued mobile phones to simultaneously attend conference calls with the Curley Firm on several work days during their employment with DTI between July 2016 and December 2016.

106. In fact, West spent nearly twenty hours on phone calls with the Curley Firm, conference calls, and Weiler between June 2016 and January 2017 using his DTI-issued mobile phone.

107. The Proposed Final Term Sheet also provides that LDiscovery will indemnify the Former Employees against litigation challenges based on restrictive covenants owed by the Former Employees to DTI.

108. Under the Proposed Final Term Sheet's indemnification provision, LDiscovery agreed to indemnify the Former Employees fully as to both payment and advancement of all attorneys' fees and costs when such fees are incurred and also to indemnify the Former Employees fully with regard to damages of any kind at any time in the future assessed against the Former Employees with regard to any and all challenges raised or pursued by DTI.

109. The Proposed Final Term Sheet demonstrates that LDiscovery intentionally induced the Former Employees to discontinue their employment relationship and other

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obligations to DTI, despite being aware of such contractual obligations and the litigation that would likely occur, based upon their breach of fiduciary duty and other wrongs.

110. The Proposed Final Term Sheet further demonstrates that LDiscovery was aware of the Former Employees' restrictive covenants at the time it made plans with the Former Employees during their employment with DTI to hire them away.

111. The Proposed Final Term sheet also provides the fact that the Former Employees spoke with each other regarding their transitions to LDiscovery and/or that the Former Employees met with and negotiated with LDiscovery as a group would not in any way affect, reduce or eliminate LDiscovery's indemnification obligation.

112. The Proposed Final Term Sheet demonstrates that the Former Employees conspired with LDiscovery to misappropriate DTI's trade secret, confidential, and proprietary information to unfairly compete and make preparations to compete during a purported "Sit Out" period.

The Former Employees' Unlawful Access of DTI's Computers and Networks

113. The Former Employees' misconduct extended to unlawful access and use of DTI's computers and computing resources for non-business purposes.

114. Prior to his departure from DTI, West plugged a flash drive into his DTI-issued computer and moved DTI-owned documents into subfolders within the "My Documents" folder on his desktop.

115. Such documents included customer pricing proposals, scope of work proposals, customer billing rates, and customer work flow information.

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116. Upon information and belief, West mass-copied many DTI-owned documents into subfolders for the purpose of centralizing them for easy copying and removal at a later date.

117. Significantly, despite inserting a thumb drive into his DTI-issued computer, West never returned a thumb drive to DTI upon his resignation from DTI.

118. West's failure to return the flash drive to the Company upon his resignation indicates that his use of this external media was not for Company business, but rather was for the purpose of copying trade secret, confidential, and proprietary information for use upon West's separation from DTI.

119. Parker also unlawfully accessed and used DTI's computers and computing resources.

120. Parker used DTI's computing resources to access and view a number of graphic and explicit pornographic websites in violation of the Acceptable Use Policy.

121. Parker also used DTI's computing resources to Google an escort service in violation of the Acceptable Use Policy.

122. Upon information and belief, Parker installed the "Dropbox" application on his DTI-issued laptop.

123. The Dropbox application allows users to place files on their computer or other mobile devices in cloud storage and provides mobile file access.

124. Parker had no legitimate business reason to install the Dropbox application on his DTI-issued laptop computer and likely used his personal Mac Book computer to get around DTI's controls and policies.

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125. Upon information and belief, Parker utilized the Dropbox application to copy DTI-owned files containing trade secret, confidential, and proprietary information from his DTI-issued laptop computer to cloud storage for use after his separation from DTI on behalf of himself and LDiscovery to unlawfully compete against DTI and solicit DTI's customers and prospective customers.

126. Additionally, on or about January 8, 2017 – just three days after Parker announced his intention to resign from DTI—Parker used the anti-forensic software "CCleaner" to delete all files from his DTI-issued laptop computer.

127. Parker had no authorization from DTI to delete all files from his DTI-issued laptop computer.

128. Parker's wiping of his laptop computer has forced DTI to recreate, at inordinate expense, valuable trade secret, confidential, and proprietary information and severely limited DTI's ability to provide necessary service to its clients. DTI has expended well in excess of $5,000 to recover from this computer attack.

129. Upon information and belief, Parker deleted such files from his DTI-issued laptop to not only cover up his nefarious deeds, but also to deprive DTI of the benefit of such information so that Parker could use such information to unfairly compete against DTI.

130. Kreger failed to return his DTI-issued phone upon his resignation, claiming that it had been lost just as he was preparing to return it to the Company.

131. Upon information and belief, Kreger failed to return his DTI-issued mobile device to deprive DTI of the benefit of trade secret, confidential, and proprietary information therein so

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that Kreger could use such information to unfairly compete against DTI. DTI has spent time and resources in excess of $5,000 trying to recapture its trade secrets and proprietary information.

132. On January 5, 2017 all of the Former Employees sent DTI identical emails resigning their employment from DTI effective the following day, January 6, 2017.

133. The identical nature of the Former Employees' resignation emails, without notice, evinces their conspiracy to unfairly compete against DTI on behalf of LDiscovery.

134. On March 24, 2017, DTI sent each of the Former Employees a cease and desist letter requiring them to discontinue any unlawful use of DTI's trade secret, confidential, and proprietary information and imploring the Former Employees to honor their restrictive covenants.

135. On March 28, 2017, DTI received identical response letters from the Former Employees stating that they intended to abide by the obligations of their respective employment agreements.

136. Notwithstanding their responses, given their former positions with DTI and current relationship with LDiscovery, the Former Employees' inevitable use and disclosure of their knowledge of DTI's confidential, proprietary, and trade secret information for the benefit of LDiscovery has allowed and/or will allow LDiscovery to unlawfully compete to DTI's detriment.

137. During their employment with DTI, the former employees and LDiscovery were preparing to compete with DTI and violating their covenants.

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138. As a result of the Defendants' unfair competitive activities—many of which occurred while the Former Employees were still employed with DTI—DTI has suffered significant damages.

139. Specifically, DTI will lose business it could have and would have otherwise performed as a result of the Defendants' unlawful interference with DTI's business relationships.

COUNT I

VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT

(All Defendants)

140. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

141. Following their resignations, The Former Employees knowingly, and with intent to defraud DTI as agents and for the benefit of LDiscovery, accessed DTI's computer systems without authorization or in excess of their authorized use, in order to obtain and transmit DTI's confidential, proprietary, and trade secret information from computers used in interstate commerce.

142. Specifically, upon information and belief, the Former Employees, as agents of LDiscovery, unlawfully accessed DTI's computer systems to copy confidential, trade, secret, and proprietary information onto external thumb drives for the benefit of themselves and LDiscovery in violation of the Associate Guide, the Acceptable Use Policy, the Wireless Device Policy, and their respective employment agreements.

143. Upon information and belief, the Former Employees, as agents of LDiscovery, also unlawfully accessed DTI's computer systems to delete DTI's confidential, trade secret, and

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proprietary information and deprive DTI the benefit thereof so that the Former Employees could unlawfully retain and use such information to compete against DTI on behalf of LDiscovery in violation of the Associate Guide, the Acceptable Use Policy, the Wireless Device Policy, and their respective employment agreements.

144. By improperly accessing, disclosing, and using information from DTI's computer and email systems just prior to their resignations on behalf of LDiscovery, and without any legitimate business purpose, The Former Employees violated DTI's Associate Guide and other policies and contractual obligations which exist to prevent unauthorized access of DTI's confidential, proprietary, and trade secret information.

145. The information Defendants obtained from the above-alleged acts and conduct included valuable information relating to DTI's business operations, including, but not limited to, confidential, proprietary, and trade secret information regarding DTI's pricing, staffing, business opportunities, and contracts. This critical information is extremely valuable to DTI, and the Defendants' and LDiscovery's unlawful possession of such information allows the Defendants and LDiscovery to unfairly compete against DTI.

146. As a direct and proximate result of the above-alleged wrongful conduct, DTI has expended in excess of $5,000 in computer analysis and analytics and will suffer great and irreparable harm.

147. DTI has suffered further damages including the expenses associated with forensic examination of its computer systems, losses from assessing violations of its computer systems by Defendants, expenses associated with conducting a damage assessment, and other consequential damages.

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148. As a result, DTI is suffering and will continue to suffer immediate and irreparable harm. DTI lacks an adequate remedy at law and, unless enjoined by this Court, Defendants will continue to cause irreparable injury and damage to DTI as a result of their illegal acts.

149. DTI is likely to succeed on the merits of its claims against Defendants. DTI is without adequate remedy at law for the injuries it continues to sustain resulting from Defendants' acts and conduct.

150. Wherefore, DTI demands that the Court enter judgment against Defendants:

a. Preliminarily and permanently enjoining Defendants as set forth in 18 U.S.C. § 1030(g) from using or disclosing information and/or data obtained from DTI through unauthorized access to and/or exceeding the user's authority to access DTI's computer systems in violation of the Computer Fraud and Abuse Act;

b. Requiring Defendants to immediately return all correspondence, files, customer information, plans, price lists, proposals and other DTI property to DTI, including any information accessed by The Former Employees;

c. Awarding DTI damages as set forth in 18 U.S.C. § 1030(g), including but not limited to, its costs and reasonable attorney's fees incurred in this action;

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT II

VIOLATION OF THE DEFEND TRADE SECRETS ACT OF 2016

(All Defendants)

151. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

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152. As a result of their employment and position of trust with DTI, The Former Employees obtained access to DTI's trade secret information, including but not limited to, information related to pricing, pricing calculations and methodology, technical approaches, customer preferences and scopes of work, bidding strategies, bidding proposal methodology, and other unique customer information for legitimate business purposes only. These documents and information are unique to DTI and derive their independent economic value from not being commonly known or available to the public or DTI's competitors.

153. DTI takes reasonable steps to protect the secrecy of its trade secret information discussed herein, which includes but is not limited to use of passwords, security time-outs and confidentiality policies and non-disclosure covenants in employment agreements.

154. Significantly, DTI employed such security measures to protect the secrecy of trade secret information that The Former Employees likely copied onto their personal thumb drives, retained, and transmitted to LDiscovery prior to and following their resignation.

155. The trade secret information improperly obtained by Defendants is utilized by DTI, or intended for use by DTI, in interstate commerce.

156. Notwithstanding DTI's efforts to maintain the confidentiality of its trade secrets, upon information and belief, The Former Employees on behalf of themselves and as agents of LDiscovery, including West and Parker, obtained confidential, proprietary, and trade secret information from DTI's computer systems and the copied such information onto thumb drives or moved it into personal Dropbox accounts while still employed with DTI, all with the intent to retain and use such information after the end of their employment with DTI in violation of the

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Associate Guide, the Acceptable Use Policy, the Wireless Device Policy, and their respective employment agreements.

157. Upon information and belief, the Former Employees on behalf of themselves and as agents of LDiscovery, including Parker and Kreger, also unlawfully accessed DTI's computer systems to delete DTI's confidential, trade secret, and proprietary information and deprive DTI the benefit thereof so that the Former Employees could unlawfully retain and use such information to compete against DTI on behalf of LDiscovery in violation of the Associate Guide, the Acceptable Use Policy, the Wireless Device Policy, and their respective employment agreements.

158. The Former Employees violated policies in the Associate Guide, other policies governing their employment, and their respective employment agreements that prohibited disclosure of confidential, proprietary, and trade secret information, despite their previous acknowledgment of such policies.

159. Prior to and following their resignation from DTI, upon information and belief, The Former Employees have continued to disclose and utilize DTI's trade secret information for the unlawful economic benefit of themselves and LDiscovery to the detriment of DTI.

160. Defendants' misappropriation of DTI's trade secrets gave and continues to give Defendants an unfair and unjust advantage in the operation of a competing business.

161. The use and disclosure, and even threatened use and disclosure of DTI's trade secrets by the Defendants entitles DTI to immediate injunctive relief and damages, pursuant to 18 U.S.C. § 1836(b)(3).

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162. At all material times, the Defendants have acted willfully, maliciously, and in bad faith.

163. DTI has suffered and will continue to suffer irreparable harm as a result of Defendants' misappropriation.

164. Wherefore, DTI demands that the Court enter judgment against Defendants:

a. Enjoining the Defendants, pursuant to 18 U.S.C. § 1836(b)(3)(A), from using or disclosing DTI's trade secret information for the benefit of DTI or otherwise;

b. Requiring the Defendants to return all customer lists, pricing schedules, bidding proposal methodology, customer purchasing history, proposal templates, and any other proprietary information belonging to DTI in their custody or control;

c. Issuing an ex-parte order providing for the seizure of all DTI's trade secret information and other of Defendants' property necessary to prevent the propagation or dissemination of DTI's trade secret information pursuant to 18 U.S.C. § 1836(b)(2)(A);

d. Awarding DTI its cost and attorney fees in connection with this action;

e. Awarding DTI such other and further relief including relief pursuant to 18 U.S.C. § 1836(b)(3)(B), as the Court deems just and proper.

COUNT III

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

(All Defendants)

165. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

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166. Upon information and belief, The Former Employees have solicited and/or taken affirmative steps to solicit one or more of DTI's existing customers with the intent to cause such customers to cease or materially reduce their business relationships with DTI, in favor of securing services from Defendants and LDiscovery.

167. Upon information and belief, both during and after employment at DTI, Defendants used DTI's confidential and proprietary information to take affirmative steps to solicit DTI's current customers on behalf of LDiscovery.

168. At the time of such unlawful solicitations or affirmative preparations to solicit, Defendants were not acting in furtherance of any duties as employees of DTI, but instead were acting on behalf of LDiscovery.

169. When Defendants solicited and/or took affirmative steps to solicit DTI's clients behalf of LDiscovery, Defendants knew that those clients had existing contractual relationships with DTI and were aware of the terms of DTI's agreements with its employees.

170. Upon information and belief, Defendants misappropriated DTI's confidential and proprietary information to solicit and/or take affirmative steps to solicit DTI's customers using information regarding those customers' preferences, purchase history, scopes of work, and pricing.

171. Without such information, Defendants and LDiscovery would not have known such customers' needs.

172. Upon information and belief, when Defendants, on behalf of themselves and LDiscovery, solicited and/or took affirmative steps to solicit DTI's existing customers,

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Defendants had knowledge of DTI's expectation of economic benefit from the continued service of contracts with those existing customers.

173. But for Defendants' intentional and unlawful interference, DTI would have received the economic benefit of its continued relationship with its existing customers.

174. But for Defendants' intentional and unlawful interference, DTI would have gained the economic benefit of renewal or additional orders from existing customers.

175. Defendants' tortious interference with DTI's contractual relationships has caused damage to DTI and will continue to do so, absent injunctive and compensatory relief.

176. Defendants' wrongful conduct was knowing, willful, intentional, malicious, reckless or grossly negligent.

177. DTI has suffered and will continue to suffer immediate and irreparable harm as a result of Defendants' conduct.

178. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

179. Wherefore, DTI demands that the Court enter judgment against the Defendants:

a. Preliminarily and permanently enjoining Defendants from tortiously interfering with DTI's existing contracts with its customers;

b. Requiring Defendants to provide DTI with a full accounting of the profits obtained from their wrongful conduct;

c. Requiring Defendants to pay compensatory and punitive damages to DTI in an amount to be fixed at trial, together with interest;

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d. Awarding DTI its costs and attorneys' fees incurred in connection with this action; and

e. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT IV

TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

(All Defendants)

180. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

181. Upon information and belief, Defendants solicited and/or taken affirmative steps to solicit one or more of DTI's prospective customers with the intent to cause such customers to cease or materially reduce their business relationships with DTI, in favor of securing services from Defendants and LDiscovery.

182. Upon information and belief, Defendants solicited and/or taken affirmative steps to solicit one or more of DTI's current employees with the intent to cause such employees to cease employment with DTI in favor of employment with LDiscovery.

183. Upon information and belief, both during and after employment at DTI, Defendants used DTI's confidential and proprietary information to take affirmative steps to solicit DTI's potential customers and employees on behalf of LDiscovery.

184. At the time of such unlawful solicitations or affirmative preparations to solicit, Defendants were not acting in furtherance of any duties as employees of DTI, but instead were acting on behalf of LDiscovery.

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185. When Defendants solicited and/or took affirmative steps to solicit DTI's prospective clients and employees on behalf of LDiscovery, Defendants knew that those prospective clients had potential business relationships with DTI as a result of efforts expended to maintain relationships with such clients.

186. Upon information and belief, Defendants misappropriated DTI's confidential and proprietary information to solicit and/or take affirmative steps to solicit DTI's prospective customers using information gathered by virtue of their employment with DTI regarding those prospective customers' preferences, needs, and pricing offered or proposed by DTI.

187. Without such information, Defendants and LDiscovery would not have known such customers' needs.

188. Upon information and belief, when Defendants, on behalf of themselves and LDiscovery, solicited and/or took affirmative steps to solicit DTI's potential customers and employees, Defendants had knowledge of DTI's expectation of economic benefit from the procurement of additional customers and business and retention of its workforce.

189. But for Defendants' intentional and unlawful interference, DTI would have received the economic benefit of continued labor from its employees.

190. But for Defendants' intentional and unlawful interference, DTI would have benefited from the acquisition of new customers seeking DTI's services.

191. Defendants' tortious interference with DTI's business relationship has caused damage to DTI and will continue to do so, absent injunctive and compensatory relief.

192. Defendants' wrongful conduct was knowing, willful, intentional, malicious, reckless or grossly negligent.

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193. DTI has suffered and will continue to suffer immediate and irreparable harm as a result of Defendants' conduct.

194. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

195. Wherefore, DTI demands that the Court enter judgment against the Defendants:

a. Temporarily and permanently enjoining Defendants from tortiously interfering with DTI's prospective business relationships and existing contracts with its customers;

b. Requiring Defendants to provide DTI with a full accounting of the profits obtained from their wrongful conduct;

c. Requiring Defendants to pay compensatory and punitive damages to DTI in an amount to be fixed at trial, together with interest;

d. Awarding DTI its costs and attorneys' fees incurred in connection with this action; and

e. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT V

MISAPPROPRIATION OF TRADE SECRETS

(All Defendants)

196. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

197. As a result of their employment and position of trust at DTI, The Former Employees were provided access to DTI's valuable trade secrets, including but not limited to

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pricing strategies, bidding strategies and methodology, employee information, and technical information for legitimate business purposes only.

198. Upon information and belief, before leaving DTI, The Former Employees, including West and Parker, misappropriated DTI's trade secret information by copying such information onto their personal thumb drives or copying it into their personal Dropbox account for future use in unfair competition against DTI.

199. Upon information and belief, the Former Employees, including Parker and Kreger, also misappropriated trade secret information by wiping such information from DTI-issued devices prior to their separation so that they might use it for the benefit of themselves and LDiscovery to the exclusion of DTI.

200. The Former Employees' misappropriation of DTI's trade secret information violated the numerous policies in DTI's Associate Guide and the non-disclosure provisions of their respective employment agreements that are aimed at preventing the misappropriation of trade secret information.

201. Such policies—which were acknowledged by The Former Employees—are just one way that DTI attempts to protect its trade secret information. DTI also attempts to protect its trade secret information by conducting on-the-job security training and utilizing occupational security best practices; implementing various electronic security measures, such as use of passwords, security time-outs on computers, and segregation of confidential information; and employing various physical security measures, such as placing locks on offices, doors, and file cabinets.

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202. Upon information and belief, prior to and following their resignation from DTI, The Former Employees have continued to disclose and utilize DTI's trade secret information for the unlawful economic benefit of themselves and LDiscovery to the detriment of DTI.

203. The Former Employees knew and/or had reason to know that the disclosures and utilization were illegal and violated the Associate Guide, the Acceptable Use Policy, the Wireless Device Policy, and the Former Employees' respective employment agreements.

204. Defendants' misappropriation of DTI's trade secrets gave and continues to give Defendants and LDiscovery an unfair and unjust advantage in the operation of a competing business.

205. The information misappropriated by Defendants constitutes trade secrets under applicable law.

206. To date, upon information and belief, Defendants continue to unlawfully use and disclose DTI's trade secret information by using such information to solicit and/or take affirmative steps to solicit DTI's customers and prospective customers.

207. Without such information, Defendants would not have known such customers' service needs, purchase history with DTI, or order preferences.

208. The use and disclosure, and even threatened use and disclosure of DTI's trade secrets by Defendants entitles DTI to immediate injunctive relief.

209. At all material times, Defendants have acted willfully, maliciously, and in bad faith.

210. DTI has suffered and will continue to suffer irreparable harm as a result of Defendants' misappropriation.

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211. Wherefore, DTI demands that the Court enter judgment against Defendants:

a. Enjoining Defendants from using or disclosing DTI's trade secret information for the benefit of themselves, LDiscovery or otherwise;

b. Requiring Defendants to return all customer information, purchasing history, and any other proprietary information belonging to DTI in their custody or control;

c. Awarding DTI damages;

d. Awarding DTI attorneys' fees and costs; and

e. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT VI

BREACH OF FIDUCIARY DUTY

(All Defendants)

212. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

213. As sales employees with the ability to contract on behalf of DTI, The Former Employees were entrusted with DTI's confidential information, and, as such, they owed a fiduciary duty to DTI to not divulge, disclose, expose, or misuse such information.

214. The Former Employees also owed DTI a fiduciary duty not to act contrary to DTI's interest, which included, but was not limited to, competing with or taking affirmative steps to compete with DTI while still employed with DTI.

215. However, upon information and belief, the Former Employees breached their fiduciary duties, by, *inter alia*: disclosing and using DTI's confidential and proprietary information for the benefit of themselves and LDiscovery during and after their employment

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with DTI; wrongfully disclosing and misappropriating DTI's confidential, proprietary, and trade secret information for the benefit of LDiscovery during and after their employment with DTI; upon information and belief, unlawfully using confidential and proprietary information to solicit or take affirmative steps to solicit DTI's existing and prospective customers for the benefit of LDiscovery during and after their employment with DTI; and upon information and belief, taking affirmative steps to unlawfully compete against DTI during and after their employment with DTI.

216. As a direct and proximate result of The Former Employees' willful breach of their fiduciary duties to DTI, DTI has suffered and will continue to suffer damages in the form of wages and benefits paid to, but not earned by The Former Employees, lost business, lost revenue, lost goodwill, compensatory damages and other immeasurable and irreparable injuries.

217. Based on the foregoing wrongful conduct by The Former Employees, which was knowing, willful, intentional, malicious, reckless and/or grossly negligent, The Former Employees breached their fiduciary duties and DTI is entitled to disgorgement of any compensation paid to The Former Employees as well as an award of punitive damages.

218. Wherefore, DTI demands that the Court enter judgment against the Defendants:

a. Requiring The Former Employees to pay compensatory and punitive damages to DTI in an amount to be fixed at trial, together with interest;

b. Requiring The Former Employees to disgorge all wages, including bonuses, paid by DTI after the Former Employees' disclosure of DTI's trade secret and confidential information to LDiscovery;

c. Awarding DTI its costs incurred in connection with this action; and

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d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT VII

BREACH OF EMPLOYEE DUTY OF LOYALTY

(All Defendants)

219. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

220. The Defendants each owed DTI a duty of loyalty, good faith, fidelity, and trust when they were DTI employees, including, but not limited to, a duty to not engage in disloyal acts in anticipation of future competition, such as misusing confidential information acquired during the course of their employment or soliciting clients and/or other employees prior to the end of their employment with DTI.

221. The Former Employees were aware of their duty of loyalty to DTI, as evidenced by their acknowledgements of the Associate Guide and their respective employment agreements, which detail the duty of loyalty owed to DTI by DTI employees.

222. However, The Former Employees breached their respective duties of loyalty, as they misappropriated DTI's confidential and proprietary information, communicated with their future employer, prepared to solicit clients and employees on behalf of their future employer, and prepared to compete against DTI, all while still employed by DTI.

223. As a direct and proximate result of the Former Employees' willful breach of their duty of loyalty to DTI, DTI has suffered and will continue to suffer damages in the form of wages and benefits paid to, but not earned by The Former Employees, lost business, lost revenue, lost goodwill, compensatory damages and other immeasurable and irreparable injuries.

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224. Based on the foregoing wrongful conduct by The Former Employees, which was knowing, willful, intentional, malicious, reckless and/or grossly negligent, The Former Employees breached their duty of loyalty and DTI is entitled to disgorgement of any compensation paid to The Former Employees as well as an award of punitive damages.

225. Wherefore, DTI demands that the Court enter judgment against the Defendants:

a. Requiring Defendants to pay compensatory and punitive damages to DTI in an amount to be fixed at trial, together with interest;

b. Requiring Defendants to disgorge all wages, including commissions, paid by DTI after the Former Employees' disclosure of DTI's trade secret and confidential information;

c. Awarding DTI its costs incurred in connection with this action; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT VIII

BREACH OF CONTRACT – NON-COMPETE AGREEMENT

(West)

226. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

227. Pursuant to the non-compete covenant of the West Employment Agreement, West was prohibited for a period of twelve months following his termination from DTI from directly or indirectly engaging in any business that competed with DTI.

228. West violated the West Employment Agreement's covenant not to compete when he, *inter alia*, accepted a position with a competing business, LDiscovery, to perform the same or

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similar duties he performed on behalf of DTI and improperly accessed and disclosed DTI's confidential and proprietary information for the benefit of LDiscovery while still employed with DTI.

229. The non-compete clause of the West Employment Agreement is valid and enforceable under applicable law.

230. The non-compete clause of the West Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential information and its relationships with its customers, goodwill with customers, and the specialized training provided to West as a high-level sales employee.

231. West was prohibited from competing with DTI until after January 2018.

232. West's current work on behalf of LDiscovery constitutes a breach of the non-compete covenant of the Employment Agreement.

233. As a result of West's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

234. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

235. Wherefore, DTI demands that the Court enter judgment against West:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-compete provision of the West Employment Agreement, and equitably tolling the non-compete provision for the period of West's violations;

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b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT IX

BREACH OF CONTRACT – NON-SOLICITATION AGREEMENT

(West)

236. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

237. Pursuant to the non-solicitation covenant of the West Employment Agreement, West was prohibited for a period of twelve months following his termination from directly or indirectly soliciting business from DTI's customer or prospective customers.

238. West further agreed under the West Employment Agreement not to directly or indirectly solicit, induce, or attempt to induce any employee of DTI to terminate his or her employment with DTI.

239. Thus, the non-solicitation covenant of the West Employment Agreement prohibited West from indirectly or directly soliciting DTI's customers or employees until January 2018.

240. The non-solicitation clause of the West Employment Agreement is valid and enforceable under the applicable law.

241. The non-solicitation clause of the West Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to,

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protection of DTI's confidential and trade secret information and its relationships with its customers and employees, goodwill with customers, and the specialized training provided to West as a sales employee.

242. During the period in which West was prohibited from soliciting DTI's customers and employees, upon information and belief, West actively solicited and/or took affirmative steps to solicit DTI's customers and prospective customers.

243. West's actions constitute a breach of the non-solicitation covenant of the Employment Agreement.

244. As a result of West's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

245. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

246. Wherefore, DTI demands that the Court enter judgment against West:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-solicitation provision of the West Employment Agreement, and equitably tolling the non-solicitation provision for the period of West's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT X

BREACH OF CONTRACT – NON-DISCLOSURE AGREEMENT

(West)

247. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

248. Pursuant to non-disclosure/confidentiality covenant in the West Employment Agreement, West was prohibited from directly or indirectly disclosing or using any of DTI's confidential and proprietary information.

249. The non-disclosure covenant is valid and enforceable under applicable law.

250. The non-disclosure clause of the West Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential and trade secret information and its relationships with its customers and employees, goodwill with customers, and the specialized training provided to West as a sales employee.

251. In violation of the non-disclosure covenant in the West Employment Agreement, upon information and belief, West disclosed and used DTI's confidential information.

252. West's use and disclosure of such confidential and proprietary information constitutes a breach of the non-disclosure covenant of the West Employment Agreement.

253. As a result of West's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

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254. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

255. Wherefore, DTI demands that the Court enter judgment against West:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-disclosure provision of the Employment Agreement, and equitably toll the non-disclosure provision for the period of West's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT XI

BREACH OF CONTRACT – CONFLICTING EMPLOYMENT

(West)

256. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

257. Pursuant to West Employment Agreement, West agreed that during the term of his employment, he would not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company was involved or became involved during the term of his employment (the "Conflicting Employment Provision"). West also agreed not to engage in any other activities that conflicted with his obligations to the Company.

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258. This provision of the West Employment Agreement is valid and enforceable under applicable law.

259. Upon information and belief, West entered into the Proposed Final Term Sheet with LDiscovery during his employment with DTI.

260. West's agreement to provide services to LDiscovery pursuant to the Proposed Final Term Sheet constitutes a violation of the Conflicting Employment Provision of the West Employment Agreement.

261. As a result of West's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

262. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

263. Wherefore, DTI demands that the Court enter judgment against West:

a. Awarding DTI a preliminary and permanent injunction to enforce the Conflicting Employment provision of the West Employment Agreement;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT XII

BREACH OF CONTRACT – RETURN OF CONFIDENTIAL INFORMATION

(West)

264. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

265. Pursuant to the West Employment Agreement, West agreed that he would return all of DTI's Confidential Information and devices following his termination.

266. This provision of the West Employment Agreement is valid and enforceable under applicable law.

267. Upon information and belief, West has failed to return all of DTI's confidential information following his termination – namely, certain thumb drives used to copy DTI's trade, secret, confidential and proprietary information.

268. Notably, West failed to provide DTI with an executed copy of his Termination Certification following his resignation.

269. West's failure to return DTI's confidential information constitutes a violation of the return of confidential information provision of the West Employment Agreement.

270. As a result of West's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

271. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

272. Wherefore, DTI demands that the Court enter judgment against West:

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a. Awarding DTI a preliminary and permanent injunction to enforce the return of information provision of the West Employment Agreement;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT XIII

BREACH OF CONTRACT – NON-COMPETE AGREEMENT

(Parker)

273. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

274. Pursuant to the non-compete covenant of the Parker Employment Agreement, Parker was prohibited for a period of twelve months following his termination from DTI from directly or indirectly engaging in any business that competed with DTI.

275. Parker violated the Parker Employment Agreement's covenant not to compete when he, *inter alia*, accepted a position with a competing business, LDiscovery, to perform the same or similar duties he performed on behalf of DTI and improperly accessed and disclosed DTI's confidential and proprietary information for the benefit of LDiscovery while still employed with DTI.

276. The non-compete clause of the Parker Employment Agreement is valid and enforceable under applicable law.

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277. The non-compete clause of the Parker Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential information and its relationships with its customers, goodwill with customers, and the specialized training provided to Parker as a high-level sales employee.

278. Parker was prohibited from competing with DTI until after January 2018.

279. Parker's current work on behalf of LDiscovery constitutes a breach of the non-compete covenant of the Employment Agreement.

280. As a result of Parker's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

281. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

282. Wherefore, DTI demands that the Court enter judgment against Parker:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-compete provision of the Parker Employment Agreement, and equitably tolling the non-compete provision for the period of Parker's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT XIV

BREACH OF CONTRACT – NON-SOLICITATION AGREEMENT

(Parker)

283. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

284. Pursuant to the non-solicitation covenant of the Parker Employment Agreement, Parker was prohibited for a period of twelve months following his termination from directly or indirectly soliciting business from DTI's customer or prospective customers.

285. Parker further agreed under the Parker Employment Agreement not to directly or indirectly solicit, induce, or attempt to induce any employee of DTI to terminate his or her employment with DTI.

286. Thus, the non-solicitation covenant of the Parker Employment Agreement prohibited Parker from indirectly or directly soliciting DTI's customers or employees until January 2018.

287. The non-solicitation clause of the Parker Employment Agreement is valid and enforceable under the applicable law.

288. The non-solicitation clause of the Parker Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential and trade secret information and its relationships with its customers and employees, goodwill with customers, and the specialized training provided to Parker as a sales employee.

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289. During the period in which Parker was prohibited from soliciting DTI's customers and employees, upon information and belief, Parker actively solicited and/or took affirmative steps to solicit DTI's customers and prospective customers.

290. Parker's actions constitute a breach of the non-solicitation covenant of the Parker Employment Agreement.

291. As a result of Parker's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

292. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

293. Wherefore, DTI demands that the Court enter judgment against Parker:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-solicitation provision of the Parker Employment Agreement, and equitably tolling the non-solicitation provision for the period of Parker's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT XV

BREACH OF CONTRACT – NON-DISCLOSURE AGREEMENT

(Parker)

294. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

295. Pursuant to non-disclosure/confidentiality covenant in the Parker Employment Agreement, Parker was prohibited from directly or indirectly disclosing or using any of DTI's confidential and proprietary information.

296. The non-disclosure covenant is valid and enforceable under applicable law.

297. The non-disclosure clause of the Parker Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential and trade secret information and its relationships with its customers and employees, goodwill with customers, and the specialized training provided to Parker as a sales employee.

298. In violation of the non-disclosure covenant in the Parker Employment Agreement, upon information and belief Parker disclosed and used DTI's confidential information.

299. Specifically, upon information and belief, Parker wiped DTI's electronic devices of DTI's files and retained such information for the benefit of himself and LDiscovery.

300. Also, upon information and belief, Parker copied DTI's confidential and proprietary information to his personal Dropbox account for his personal use and the use of LDiscovery in unlawful competition against DTI.

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301. Parker's use and disclosure of such confidential and proprietary information constitutes a breach of the non-disclosure covenant of the Parker Employment Agreement.

302. As a result of Parker's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

303. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

304. Wherefore, DTI demands that the Court enter judgment against Parker:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-disclosure provision of the Employment Agreement, and equitably toll the non-disclosure provision for the period of Parker's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT XVI

BREACH OF CONTRACT – CONFLICTING EMPLOYMENT

(Parker)

305. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

306. Pursuant to the Parker Employment Agreement, Parker agreed that during the term of his employment, he would not engage in any other employment, occupation, consulting

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or other business activity directly related to the business in which the Company was involved or became involved during the term of his employment (the "Conflicting Employment Provision"). Parker also agreed not to engage in any other activities that conflicted with his obligations to the Company.

307. This provision of the Parker Employment Agreement is valid and enforceable under applicable law.

308. Upon information and belief, Parker entered into the Proposed Final Term Sheet with LDiscovery during his employment with DTI.

309. Parker's agreement to provide services to LDiscovery pursuant to the Proposed Final Term Sheet constitutes a violation of the conflicting employment provision of the Parker Employment Agreement.

310. As a result of Parker's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

311. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

312. Wherefore, DTI demands that the Court enter judgment against Parker:

a. Awarding DTI a preliminary and permanent injunction to enforce the Conflicting Employment provision of the Parker Employment Agreement;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

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d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT XVII

BREACH OF CONTRACT – RETURN OF CONFIDENTIAL INFORMATION

(Parker)

313. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

314. Pursuant to the Parker Employment Agreement, Parker agreed that he would return all of DTI's Confidential Information and devices following his termination.

315. This provision of the Parker Employment Agreement is valid and enforceable under applicable law.

316. Upon information and belief, Parker has failed to return all of DTI's confidential information following his termination.

317. Notably, Parker failed to provide DTI with an executed copy of his Termination Certification following his resignation.

318. Parker's failure to return DTI's confidential information constitutes a violation of the return of confidential information provision of the Parker Employment Agreement.

319. As a result of Parker's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

320. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

321. Wherefore, DTI demands that the Court enter judgment against Parker:

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a. Awarding DTI a preliminary and permanent injunction to enforce the return of information provision of the Parker Employment Agreement;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT XVIII

BREACH OF CONTRACT – NON-COMPETE AGREEMENT

(Kreger)

322. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

323. Pursuant to the non-compete covenant of the Kreger Employment Agreement, Kreger was prohibited for a period of twelve months following his termination from DTI from directly or indirectly engaging in any business that competed with DTI.

324. Kreger violated the Kreger Employment Agreement's covenant not to compete when he, *inter alia*, accepted a position with a competing business, LDiscovery, to perform the same or similar duties he performed on behalf of DTI and improperly accessed and disclosed DTI's confidential and proprietary information for the benefit of LDiscovery while still employed with DTI.

325. The non-compete clause of the Kreger Employment Agreement is valid and enforceable under applicable law.

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326. The non-compete clause of the Kreger Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential information and its relationships with its customers, goodwill with customers, and the specialized training provided to Kreger as a high-level sales employee.

327. Kreger was prohibited from competing with DTI until after January 2018.

328. Kreger's current work on behalf of LDiscovery constitutes a breach of the non-compete covenant of the Kreger Employment Agreement.

329. As a result of Kreger's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

330. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

331. Wherefore, DTI demands that the Court enter judgment against Kreger:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-compete provision of the Kreger Employment Agreement, and equitably tolling the non-compete provision for the period of Kreger's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT XIX

BREACH OF CONTRACT – NON-SOLICITATION AGREEMENT

(Kreger)

332. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

333. Pursuant to the non-solicitation covenant of the Kreger Employment Agreement, Kreger was prohibited for a period of twelve months following his termination from directly or indirectly soliciting business from DTI's customers or prospective customers.

334. Kreger further agreed under the Kreger Employment Agreement not to directly or indirectly solicit, induce, or attempt to induce any employee of DTI to terminate his or her employment with DTI.

335. Thus, the non-solicitation covenant of the Kreger Employment Agreement prohibited Kreger from indirectly or directly soliciting DTI's customers or employees until January 2018.

336. The non-solicitation clause of the Kreger Employment Agreement is valid and enforceable under the applicable law.

337. The non-solicitation clause of the Kreger Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential and trade secret information and its relationships with its customers and employees, goodwill with customers, and the specialized training provided to Kreger as a sales employee.

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338. During the period in which Kreger was prohibited from soliciting DTI's customers and employees, upon information and belief, Kreger actively solicited and/or took affirmative steps to solicit DTI's customers and prospective customers.

339. Kreger's actions constitute a breach of the non-solicitation covenant of the Kreger Employment Agreement.

340. As a result of Kreger's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

341. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

342. Wherefore, DTI demands that the Court enter judgment against Kreger:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-solicitation provision of the Kreger Employment Agreement, and equitably tolling the non-solicitation provision for the period of Kreger's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT XX

BREACH OF CONTRACT – NON-DISCLOSURE AGREEMENT

(Kreger)

343. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

344. Pursuant to non-disclosure/confidentiality covenant in the Kreger Employment Agreement, Kreger was prohibited from directly or indirectly disclosing or using any of DTI's confidential and proprietary information.

345. The non-disclosure covenant is valid and enforceable under applicable law.

346. The non-disclosure clause of the Kreger Employment Agreement is reasonably calculated to protect DTI's legitimate business interests, which include, but are not limited to, protection of DTI's confidential and trade secret information and its relationships with its customers and employees, goodwill with customers, and the specialized training provided to Kreger as a sales employee.

347. In violation of the non-disclosure covenant in the Kreger Employment Agreement, upon information and belief, Kreger disclosed and used DTI's confidential information. Specifically, Kreger, wiped such information from his DTI-issued mobile phone to deprive DTI of the use of such information and retained it for the benefit of himself and LDiscovery.

348. Kreger's use and disclosure of such confidential and proprietary information constitutes a breach of the non-disclosure covenant of the Kreger Employment Agreement.

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349. As a result of Kreger's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

350. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

351. Wherefore, DTI demands that the Court enter judgment against Kreger:

a. Awarding DTI a preliminary and permanent injunction to enforce the non-disclosure provision of the Kreger Employment Agreement, and equitably tolling the non-disclosure provision for the period of Kreger's violations;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

COUNT XXI

BREACH OF CONTRACT – CONFLICTING EMPLOYMENT

(Kreger)

352. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

353. Pursuant to Kreger Employment Agreement, Kreger agreed that during the term of his employment, he would not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company was involved or became involved during the term of his employment (the "conflicting employment provision").

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Kreger also agreed not to engage in any other activities that conflicted with his obligations to the Company.

354. This provision of the Kreger Employment Agreement is valid and enforceable under applicable law.

355. Upon information and belief, Kreger entered into the Proposed Final Term Sheet with LDiscovery during his employment with DTI.

356. Kreger's agreement to provide services to LDiscovery pursuant to the Proposed Final Term Sheet constitutes a violation of the conflicting employment provision of the Kreger Employment Agreement.

357. As a result of Kreger's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

358. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

359. Wherefore, DTI demands that the Court enter judgment against Kreger:

a. Awarding DTI a preliminary and permanent injunction to enforce the Conflicting Employment provision of the Kreger Employment Agreement;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

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COUNT XXII

BREACH OF CONTRACT – RETURN OF CONFIDENTIAL INFORMATION

(Kreger)

360. DTI repeats and realleges paragraphs 1 through 139 above as if fully stated herein.

361. Pursuant to Kreger Employment Agreement, Kreger agreed that he would return all of DTI's Confidential Information and devices following his termination.

362. This provision of the Kreger Employment Agreement is valid and enforceable under applicable law.

363. Upon information and belief, Kreger has failed to return all of DTI's confidential information and devices following his termination.

364. Notably, Kreger failed to provide DTI with an executed copy of his Termination Certification following his resignation.

365. Kreger's failure to return DTI's confidential information and devices constitutes a violation of the return of confidential information provision of the Kreger Employment Agreement.

366. As a result of Kreger's breach, DTI has suffered and continues to suffer great and irreparable harm. In addition, or in the alternative, DTI has suffered damages in an amount to be determined at trial.

367. DTI has a substantial likelihood of success on the merits of this claim and injunctive relief would serve the public interest.

368. Wherefore, DTI demands that the Court enter judgment against Kreger:

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a. Awarding DTI a preliminary and permanent injunction to enforce the return of information provision of the Kreger Employment Agreement;

b. Awarding DTI damages in an amount to be determined at trial, together with interest;

c. Awarding DTI its reasonable attorneys' fees and costs incurred; and

d. Awarding DTI such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

DTI hereby demands a trial by jury on all claims so triable.

Respectfully submitted this 3rd day of April, 2017.

/s/ Harold S. Shaftel
Greenberg Traurig, LLP
Metlife Building
200 Park Avenue
New York, NY 10166
Phone: (212) 801-2164
Fax: (212) 801-6400
shaftelh@gtlaw.com

Of Counsel:
David W. Long-Daniels (Lead Counsel)*
Georgia Bar No. 141916
Ernest L. Greer*
Georgia Bar No. 309180
Richard Valladares*
Georgia Bar No. 611066
Mellori E. Lumpkin*
Georgia Bar No. 358937
D. Barret Broussard*
Georgia Bar No. 218806
GREENBERG TRAURIG, LLP
Terminus 200
3333 Piedmont Rd. NE, Suite 2500
Atlanta, GA 30305

.

Phone: (678) 553-2100
Fax: (678) 553-2212
Email: greere@gtlaw.com
Email: long-danielsd@gtlaw.com
Email: lumpkinm@gtlaw.com
Email: valladaresr@gtlaw.com
Email: broussardd@gtlaw.com
Attorneys for Plaintiffs

**(pro hac vice admission pending)*

VERIFICATION

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing Complaint and the allegations therein are true, correct, and complete to the best of my knowledge, information, and belief.

Executed on this 3rd day of April, 2017.

Adam Seskis
Chief Integration Officer
Epiq Systems, Inc.