

JURISDICTION AND VENUE

4.

This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332 in that there exists diversity of citizenship between the parties as they are citizens of different states and the amount in controversy exceeds \$75,000.00.

5.

Venue is proper in this Court as the damages suffered by Plaintiff occurred in Fulton County, Georgia. Defendants transact business in Georgia and have committed tortious acts in Georgia.

INTRODUCTION

6.

On or about October 22, 2014, Defendant MH was offered work with Plaintiff as Vice President of Conferences.

7.

On or about October 24, 2014, Defendant MH agreed to perform work on behalf of Plaintiff, and almost immediately told Plaintiff that Plaintiff's trade secrets, namely its customer lists, was going to be the key to success.

8.

In Defendant's capacity as Vice President of Conferences, Defendant was tasked with the responsibility of planning, selling and executing IT conferences all over the country, and as a result thereof, was going to need access to Plaintiff's trade secrets, including, but not limited to, customer lists.

9.

The first conference of which Defendant MH had responsibility as Vice President Of Conferences occurred in Hartford, Connecticut on February 5, 2015,

and based on the number of attendees and sponsors, it was deemed a success by Plaintiff.

10.

As a result of the success of the Hartford conference, Plaintiff and Defendant MH discussed hosting additional conferences.

11.

However, unbeknownst to Plaintiff, Defendant MH, on or about February 18, 2015, registered the domain name www.G2Summits.com, which is a trade name for MarketYu, LLC, of which Defendant MH and Defendant KH are currently employed.

12.

The website www.G2Summits.com purports to be an organization, G2 Summits, that organizes and produces IT conferences that are substantially similar to those offered by Plaintiff.

13.

On or about March 5, 2015, Defendant MH proposed to Plaintiff to host an additional fifty (50) conferences before the end of September 2015, and as a result thereof, Plaintiff provided Defendant MH with a secure log-in/password to access Plaintiff's proprietary event registration lists. Defendant MH also requested access to Plaintiff's trade secrets regarding its customer and contact lists, and when provided by Plaintiff, Plaintiff was explicit in informing Defendant MH to keep this information confidential as they were trade secrets of Plaintiff.

14.

Plaintiff has spent many years and a great deal of money in creating its business secrets and trade secrets and takes great precaution in ensuring they remain confidential and are not accessed or provided to the public.

15.

Thereafter, Plaintiff began marketing efforts to enroll sponsors, vendors and referral sources to attend these upcoming conferences, with said marketing efforts to include the use of Plaintiff's trade secrets.

16.

As a result of its marketing efforts, Plaintiff began receiving requests and leads from its clients and sponsors to exhibit at upcoming conferences for a set fee; these requests and leads were forwarded to Defendant MH to be finalized and to secure payment for Plaintiff.

17.

Beginning in April 2015, and unbeknownst to Plaintiff, Defendant MH began to systematically re-direct Plaintiff's clients and vendors to G2 Summits and requested them to make payment to G2 Summits, not Plaintiff.

18.

Defendant KH assisted Defendant MH in re-directing Plaintiff's clients' payments to G2 Summits/MarketYu, LLC, thereby converting monies belonging to Plaintiff to Defendants.

19.

On or about May 21, 2015, after eight (8) scheduled conferences had been hosted by Plaintiff, Plaintiff became aware of the fact that Defendant MH and Defendant KH had been re-directing Plaintiffs' clients and vendors to G2 Summits and had been converting monies these individuals and entities paid that were intended for Plaintiff.

20.

After conducting a search on www.G2Summits.com website, Plaintiff discovered that many of its sponsors and vendors were prominently featured, and

but for Defendant MH's access to and misappropriation of Plaintiff's trade secrets, many of these sponsors and vendors would not be associated with G2 Summits.

21.

On or about May 22, 2015, Plaintiff informed Defendant MH that it had learned of Defendant MH's fraudulent and illegal activities and requested to speak with Defendant MH.

22.

Upon being confronted by Plaintiff, Defendant MH refused to acknowledge his illegal activities and vowed to continue behaving in the same fashion.

23.

On or about May 26, 2015, Plaintiff informed Defendant MH that he would no longer be allowed to provide services on behalf of Plaintiff.

24.

As a result of Defendant MH's illegal activities, Plaintiff had to cancel the IT conferences that it had planned for the summer of 2015.

25.

In June 2015, Plaintiff filed a criminal complaint with the Petersborough, New Hampshire Police Department in which Plaintiff accused Defendant MH of conversion and misappropriation of its trade secrets, with damages flowing directly therefrom in an amount of more than \$100,000.00.

26.

Plaintiff currently has an IT conference scheduled to begin on Tuesday, September 15, 2015 in Los Angeles, California.

27.

As recently as September 2, 2015, Defendant MH has contacted clients of Plaintiff in an effort to prevent said clients from attending the September 15, 2015 conference; these efforts have included posting false blogs about Plaintiff on the

internet, falsely accusing Plaintiff of having an F rating with the Better Business Bureau, and otherwise slandering Plaintiff and its employees.

COUNT I – CONVERSION AGAINST DEFENDANTS

28.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1 – 27 above.

29.

As a result of his responsibility to manage IT conferences on behalf of Plaintiff, Defendant MH was given restricted access to Plaintiff's business secrets and trade secrets, including, but not limited to, client, vendor, and referral source names, addresses, e-mail addresses, and phone numbers.

30.

Upon being granted with this restricted access to Plaintiff's business secrets and trade secrets, Defendant MH, with the direct assistance of Defendant KH, redirected many of these individuals to compensate G2 Summits rather than Plaintiff.

31.

In doing so, Defendants' actions consisted of an unauthorized assumption and exercise of the right of ownership of personal property belonging to Plaintiff.

32.

As a result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial, with said amount being greater than \$75,000.00.

COUNT II – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS AGAINST DEFENDANTS

33.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1-32 above.

34.

In inducing Plaintiff's vendors, sponsors, and clients to pay monies to G2 Summits, Defendants acted improperly and without privilege, acted purposely and with malice with the intent to injure Plaintiff, induced third parties not to enter into a business relationship with Plaintiff, and caused Plaintiff financial injury.

35.

As a result of Defendants' tortious interference with Plaintiff's business relations, Plaintiff has suffered damages in an amount to be proven at trial, with said amount being greater than \$75,000.00.

COUNT III – DEFAMATION AGAINST DEFENDANT MH

36.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1-35 above.

37.

Defendant MH, via written and oral communications, has falsely and maliciously made false charges regarding Plaintiff in reference to its trade and profession that were calculated to injure Plaintiff.

38.

As recently as September 2, 2015, Defendant MH, using Plaintiff's confidential trade secrets, contacted a client of Plaintiff in an effort to defame Plaintiff and in an effort to re-direct this client to Defendant MH.

39.

As a result of Defendant MH's actions, Plaintiff has been damaged in an amount to be proven at trial.

COUNT IV – VIOLATION OF O.C.G.A. § 10-1-760 ET. SEQ.
BY DEFENDANTS

40.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1-39 above.

41.

As part of his work on behalf of Plaintiff, Defendant MH was provided access to Plaintiff's business secrets and trade secrets.

42.

Pursuant to the definition of "Trade secret" contained in O.C.G.A. §10-1-761, Plaintiff's customer and sponsor lists, which included specific information such as names, addresses, phone numbers, and e-mail addresses, are deemed as trade secrets.

43.

After being provided with access to Plaintiff's trade secrets, Defendant MH misappropriated Plaintiff's trade secrets by using improper means, and provided that information to Defendant KH.

44.

Defendant KH had express knowledge that Defendant MH had used improper means to obtain Plaintiff's trade secrets, and despite this knowledge, Defendant KH willingly accepted and has used Plaintiff's trade secrets for her own purpose.

45.

Both Defendant MH and Defendant KH should be enjoined from using Plaintiff's business secrets and trade secrets.

46.

As a result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial.

COUNT VI – INJUNCTIVE RELIEF AGAINST DEFENDANTS

47.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1-46 above.

48.

Plaintiff shows that it has been and will continue to be irreparably harmed by Defendant MH's misappropriation of Plaintiff's business secrets and trade secrets, by Defendants' tortious interference with contractual and business relations, and by the continued slander of Plaintiff, its employees, and owners.

49.

Plaintiff has no adequate remedy at law as an action for damages would not completely compensate Plaintiff for the misappropriation and disclosure of its business secrets and trade secrets as said information has taken a great deal of effort and time to create and preserve, and is virtually impossible to re-create.

COUNT VII – PUNITIVE DAMAGES AGAINST DEFENDANTS

50.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1-49 above.

51.

Defendants' conduct is such that it is clear that their actions arise to willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences.

52.

As a result of Defendants' conduct, Plaintiff should be allowed to recover punitive damages in an amount to be determined at trial.

**COUNT VIII – ATTORNEY’S FEES & COSTS OF
LITIGATION AGAINST DEFENDANTS**

53.

Plaintiff hereby re-incorporates and re-alleges its allegations contained in Paragraphs 1-52 above.

54.

Despite efforts made by Plaintiff to resolve this matter, Defendants have acted in bad faith and have been stubbornly litigious.

55.

As a result of these actions, Defendants shall be responsible for Plaintiff's reasonable attorney's fees and costs of litigation.

PRAYER

WHEREFORE, Plaintiff respectfully prays that it be granted the following relief:

- a. All damages Plaintiff has incurred as a result of Defendants' conversion of Plaintiff's property;
- b. All damages Plaintiff has incurred as a result of Defendants' tortious interference with Plaintiff's business relations;
- c. All damages Plaintiff has incurred as a result of Defendant MH's slander of Plaintiff;
- d. All damages Plaintiff has incurred as a result of Defendants' violation of O.C.G.A. § 10-1-760 et. seq.

- e. A temporary restraining order and interlocutory injunction preventing Defendants from using Plaintiff's confidential information and trade secrets;
- f. Punitive damages against Defendants;
- g. Its reasonable attorney's fees and costs of litigation; and
- h. All other relief this Honorable Court deems appropriate.

Respectfully submitted this 11th day of September 2015.

MBW LAW, LLC

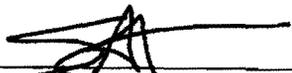


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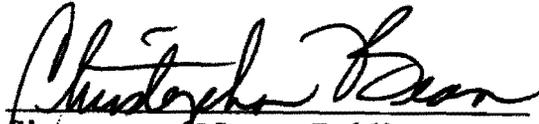
Attorney for Plaintiff

VERIFICATION

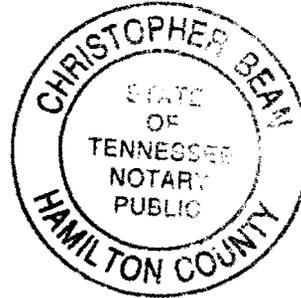
Personally appeared before me an officer duly authorized to administer oaths came Shelly Fitzgerald who states under oath that she is employed by ExecSummits, LLC and that the facts contained within said Verified Complaint are true and correct.

By: 
Shelly Fitzgerald

Sworn to and subscribed before me
this 11 day of September 2015.


Signature of Notary Public

Christopher Bean
Printed Name of Notary Public



My commission expires 09/10/2016