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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

LANDIS+GYR TECHNOLOGY, INC., a
Delaware corporation, SENSUS USA INC., a
Delaware corporation, and TRILLIANT
NETWORKS, INC., a Delaware corporation,

Plaintiffs,

v.

CITY OF SEATTLE, a Washington municipal
corporation, SEATTLE CITY LIGHT, a
department of the City of Seattle, PHIL
MOCEK, an individual, and
MUCKROCK.COM, a website registered to
MICHAEL MORISY, an individual,

Defendants.

NO.

COMPLAINT SEEKING DECLARATORY
AND INJUNCTIVE RELIEF AND
DAMAGES

Plaintiffs Landis+Gyr Technology, Inc. (“Landis+Gyr”), Sensus USA Inc. (“Sensus”),
and Trilliant Networks, Inc. (“Trilliant”) (collectively, “Plaintiffs”) hereby seek a temporary
restraining order, injunctive relief, and a declaratory judgment against the City of Seattle (the
“City”), Seattle City Light (“City Light”), Phillip Mocek (“Mocek”), and MuckRock.com
(collectively, “Defendants”) to prevent the public release of Plaintiffs’ proprietary, confidential
and trade secret information, to prevent release of information concerning Plaintiffs’ network

1 security and encryption systems, and to protect the privacy of their employees. Plaintiffs also
2 seek damages and attorneys' fees as provided under the Washington Uniform Trade Secrets Act
3 ("UTSA"), RCW Chapter 19.108.

4 I. NATURE OF THE ACTION

5 1.1 This action seeks preliminary and permanent injunctive relief and a declaratory
6 judgment against Defendants under the UTSA, the Washington Public Records Act ("PRA"),
7 RCW 42.56.540, and RCW 7.04.020. In addition, this action seeks damages, attorney's fees, and
8 other appropriate relief under the UTSA against Defendants Mocek and Muckrock.com. Unless
9 an order of this Court is granted preventing the release of Plaintiffs' network security,
10 proprietary, and trade secret information by close of business on May 26, 2016, and served on
11 the City, the City has stated that it will release the protected information to Mocek, and Mocek
12 will post this information publicly on Muckrock.com. Public release of Plaintiffs' proprietary
13 and trade secret information threatens them with immediate and substantial economic harm
14 because it will allow their competitors in the highly competitive market for Advanced Metering
15 Infrastructure ("AMI") free access to trade secret and proprietary information concerning
16 Plaintiffs' pricing models and proprietary AMI plans and system architecture, destroying the
17 value of that information. Release of the information also threatens harm to the public because
18 public access to pricing and other proprietary information will compromise the effectiveness of
19 public bidding processes for AMI and other advanced technology.

20 1.2 In addition, Plaintiffs seek to prevent release of highly sensitive information
21 concerning Plaintiffs' proprietary computer security and encryption systems. Public release of
22 this information would increase the vulnerability of Plaintiffs' AMI systems – and the nation's
23 electric grid as a whole – to cyber-attack.

24 1.3 Plaintiffs also seek to prevent the release of the names and certain personal
25 information of Plaintiffs' individual employees. There is no justification for public release of
26 this personal information which could, in the circumstances of this case, expose Plaintiffs'

1 employees to harassment and intimidation, and significantly damage Plaintiff's proprietary
2 interests.

3 1.4 Finally, after receiving certain unredacted documents through inadvertent,
4 accidental, or improper release by the City in circumstances demonstrating that Defendants
5 knew or should have known the documents contain sensitive network security information and
6 trade secret information, Mocek nonetheless allowed the information to be posted publicly and
7 in unredacted form on the internet site of Defendant MuckRock.com. Plaintiff Landis+Gyr
8 notified Mocek, MuckRock.com, and Defendant Michael Morisy of the apparent error and
9 requested that Landis+Gyr's sensitive and proprietary information be removed from the
10 MuckRock.com website and that MuckRock.com provide reasonable assistance to allow
11 Landis+Gyr to identify entities that may have obtained access to is sensitive information.
12 Defendant Morisey refused to remove the information from the MuckRock.com website, where
13 it is reviewable by anyone with access to the internet. Immediate relief is needed to require
14 Plaintiffs' protected information to be immediately taken down from the MuckRocks website, to
15 require MuckRock.com to provide assistance to Plaintiffs to identify and retrieve protected
16 information that may have been downloaded from the MuckRocks website, and to enjoin Mocek
17 and MuckRock.com from posting Plaintiffs' protected and sensitive information in the future.

18 1.5 Accordingly, Plaintiffs seek expedited action of the Court to provide: (1) a
19 temporary restraining order by no later than May 26, 2016; and, (2) temporary and permanent
20 injunctive and declaratory relief. The requested relief will bar the City from releasing Plaintiffs'
21 proprietary, confidential, trade secret, and network security information to the public, will bar
22 Mocek and MuckRock.com, as well as the competitors of Plaintiffs, from misappropriating
23 Plaintiffs' trade secrets and proprietary information through the PRA or through the
24 MuckRock.com website, will require Mocek and MuckRock.com to immediately remove
25 Plaintiffs' protected information from the MuckRock.com website and bar future publication of
26 that information on the MuckRock.com website or elsewhere; require Mocek and

1 MuckRock.com to provide such information and cooperation as is reasonably necessary or
2 appropriate to identify entities that may have downloaded or misappropriated Plaintiffs' trade
3 secret, proprietary, and network security information and to retrieve that information.

4 1.6 Plaintiffs also seek damages and attorney's fees, and such other relief as the Court
5 may deem justified, for misappropriation of Plaintiffs' trade secrets by Defendants Mocek and
6 MuckRock.com, as authorized by the Washington Uniform Trade Secrets Act, RCW Chapter
7 19.108.

8 II. PARTIES

9 2.1 Plaintiff Landis+Gyr Technology, Inc. is a Delaware corporation with principal
10 offices in Alpharetta, Georgia.

11 2.2 Plaintiff Sensus USA Inc. is a Delaware corporation with principal offices in
12 Raleigh, North Carolina.

13 2.3 Plaintiff Trilliant Networks, Inc., is a Delaware corporation with principal offices
14 in Redwood City, California.

15 2.4 Defendant City of Seattle, Washington, is a Washington municipal corporation
16 and Washington charter city operating under RCW Title 35 with principal offices in Seattle,
17 Washington.

18 2.5 Defendant Seattle City Light is a department of the City of Seattle with principal
19 offices in Seattle, Washington.

20 2.6 On information and belief, Defendant Philip Mocek is an individual residing in
21 Seattle, King County, Washington, or Tacoma, Pierce County, Washington.

22 2.7 MuckRock.com is an internet site describing itself as a "collaborative news site"
23 for posting information obtained through the federal Freedom of Information Act and state
24 analogs. MuckRock.com lists an address in Somerville, Massachusetts, for delivery of paper
25 documents. The registrar for MuckRock.com is Godaddy.com and the registrant contact is
26

1 Michael Morisy. On information and belief, Michael Morisy is an individual residing in Ithaca,
2 New York.

3 III. JURISDICTION AND VENUE

4 3.1 This court has jurisdiction over the subject matter of this lawsuit pursuant to
5 RCW 2.08.010 and RCW 42.56.540.

6 3.2 Venue is proper under RCW 42.56.540 because the records at issue in this
7 proceeding are maintained by the City of Seattle, which is located in King County, Washington.

8 IV. FACTS

9 4.1 Plaintiffs are international companies providing AMI equipment, software, and
10 services to utilities across the United States and around the world. Each Plaintiff relies on
11 unique, proprietary methods to design AMI infrastructure and to provide AMI solutions to
12 improve utility operations.

13 4.2 AMI is but one class of technologies that are rapidly being deployed in the utility
14 sector. As digital equipment replaces aging analog equipment, utilities will be able to greatly
15 improve their ability to reliably operate the interconnected electric grid, to minimize the duration
16 of local and widespread outages, to integrate greater volumes of energy from variable renewable
17 generation resources like wind and solar, and to improve utility ability to serve electric vehicles
18 and small, customer-owned generation resources such as rooftop solar systems. In addition to
19 improving in the energy market, AMI also promises substantial advances in environmental
20 sustainability of utility operations, such as water conservation through leak detection technology
21 and innovative transformation of street lighting programs. Together these new technologies
22 promise to transform utilities in a manner that greatly improves their efficiency and measurably
23 reduces their environmental impacts.

24 4.3 On November 12, 2014, the City issued a Request for Proposals (“RFP SCL
25 3404”) seeking bids for the delivery and implementation of AMI across the service territory of
26

1 City Light. RFP SCL 3404 lists a variety of objectives that the AMI infrastructure would help
2 support, including:

- 3 • Automated meter reading for electric meters, with the option for automated
4 reading of water meters;
- 5 • Monitoring and control of streetlights;
- 6 • Outage management;
- 7 • Engineering analysis;
- 8 • Load control and demand side management; and,
- 9 • Providing metering and usage information to City Light customers through the
Internet.

10 4.4 Section 8.23 of RFP SCL 3404 provides that, if a response contains proprietary
11 or confidential information, the entity submitting the response can provide a “City Non-
12 Disclosure Request Form” identifying those parts of the response that are proprietary and
13 confidential. If a PRA request to release information that has been identified as proprietary and
14 confidential is received by the City, the City agrees to notify the submitter of the Response to the
15 RFP in writing and to provide up to ten (10) business days to seek a court injunction to prevent
16 release of the confidential materials.

17 4.5 On January 7, 2015, Sensus submitted a response to RFP SCL 3404 (the “Sensus
18 Response”). The Sensus Response contains extensive pricing and proprietary information,
19 including a pricing formula and computer software designed and developed at considerable
20 expense by Sensus based on carefully developed research, including drawings depicting the
21 proprietary characteristics of the network. In addition, the Sensus Response also contains
22 proprietary and technical information concerning its network systems designed specifically for
23 City Light based upon detailed analysis of data provided by City Light concerning its existing
24 metering and electric distribution infrastructure. The only unredacted copy of the Response in
25 Sensus’s office resides on a password protected server that is restricted to authorized Sensus
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1 internal users who have been granted access to specific protected folders. The pricing and
2 proprietary information contained in the Response is not available to the public or otherwise
3 available. The pricing information submitted as part of the Response was provided to the City in
4 a sealed envelope clearly marked as containing highly confidential information.

5 4.6 Along with its Response, on January 7, 2015, Sensus submitted a “City Non-
6 Disclosure Request” specifically identifying as confidential several portions of the Sensus
7 Response, including plans and drawings depicting its proprietary AMI system architecture.

8 4.7 On January 8, 2015, Landis+Gyr submitted a response to RFP SCL 3404
9 (the “Landis+Gyr Response”). The response contains extensive pricing and proprietary
10 information, including a pricing formula and computer software developed at considerable
11 expense by Landis+Gyr. In addition, Landis+Gyr’s Response also contains proprietary and
12 technical information, including designs, drawings, and graphic representations of the network
13 systems Landis+Gyr designed specifically for City Light. These designs are based upon detailed
14 analysis of data provided by City Light concerning its existing metering and electric distribution
15 infrastructure. The only unredacted copy of the Landis+Gyr Response in Landis+Gyr’s office
16 resides on a password protected server that is restricted to authorized Landis+Gyr internal users
17 who have been granted access to specific protected folders. The pricing and proprietary
18 information contained in the Response is not available to the public or otherwise available. The
19 pricing information submitted as part of the Response was provided to the City in a sealed
20 envelope. Each page of the pricing information contains a footer clearly marking the page as
21 containing privileged and confidential and/or trade secret information.

22 4.8 Along with its Response, on January 8, 2015, Landis+Gyr submitted a “City Non-
23 Disclosure Request” specifically identifying as confidential several portions of its Response,
24 including both information related to its pricing model and diagrams, designs and descriptions of
25 the AMI system architecture designed by Landis+Gyr to meet the specific needs of City Light.
26

1 4.9 On January 9, 2015, Trilliant submitted a response to RFP SCL 3404 (the
2 “Trilliant Response”). The Trilliant Response contains confidential financial data, extensive
3 pricing and proprietary information, including a pricing formula and computer software designed
4 and developed at considerable expense by Trilliant based on carefully developed research,
5 including drawings depicting the proprietary characteristics of the network. In addition, the
6 Trilliant Response also contains proprietary and technical information concerning its network
7 systems designed specifically for City Light based upon detailed analysis of data provided by
8 City Light concerning its existing metering and electric distribution infrastructure. The Trilliant
9 Response also includes an AMI Solution Security Assessment which discusses the AMI
10 authentication protocols, security at all layers of the Trilliant system (e.g. firmware, software,
11 user management), as well as materials relating to compliance with Critical Infrastructure
12 Protection standards issued by the North American Electric Reliability Corporation and enforced
13 by the Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, 16
14 U.S.C. § 8240.

15 4.10 A total of eight companies submitted responses to RFP SCL 3404, including
16 Plaintiffs Landis+Gyr, Sensus, and Trilliant, as well as Plaintiffs’ competitors Ericsson, Itron,
17 Elster, Silver Spring Networks, and Aclara.

18 4.11 As a result of RFP SCL 3404, Plaintiff Landis+Gyr was awarded the contract to
19 design and construct an AMI infrastructure system. In the months following the contract award,
20 SCL and Landis+Gyr negotiated an extensive contract which consists of multiple attachments,
21 comprising in total approximately 200 pages. The contract contains certain trade secret and
22 proprietary information, including the number and pricing of specific pieces of equipment to be
23 provided to SCL under the contract and an attachment called “Solution Design Document,”
24 which contains the detailed designs and specifications of the AMI solution developed for SCL
25 using Landis+Gyr’s proprietary technology, including details about the network and computer
26 security features incorporated into that design

1 4.12 On April 12, 2016, Seattle City Light (“SCL”) received an emailed request under
2 the Washington Public Records Act, RCW Chapter 42.56, seeking:

3 Plans for, schedules of, policies dictating the performance of, requests for proposals to,
4 contracts for, discussion of, and results of all security audits performed of "smart meter"
5 devices (remotely-addressable electrical meters sometimes referred to as "advanced
metering infrastructure"), along with metadata.

6 The email was signed “Phil Mocek,” but contained the notation

7 “Filed via MuckRock.com

8 E-mail (Preferred): 10378-42034147@requests.muckrock.com.”

9 4.13 On April 26, 2016, the SCL’s Public Disclosure Officer notified Sensus that
10 Mocek had requested a copy of the Sensus Response under the PRA. On or about April 26,
11 2016, the SCL’s Public Disclosure Officer provided a substantially identical notices to
12 Landis+Gyr and Trilliant.

13 4.14 On or about May 4, 2015, each Plaintiff provided redacted versions of its RFP
14 Responses and the Landis+Gyr contract documents (collectively, the “Documents”), removing
15 sensitive proprietary and trade secret information, including itemized pricing, drawings and
16 designs of the unique AMI solution proposed for the City by each Plaintiff, and specific
17 descriptions of each Plaintiffs’ proprietary software and AMI technology. Plaintiffs also
18 redacted information concerning the security and encryption systems used in its proprietary AMI
19 technology. In addition, Plaintiffs redacted the names, addresses, and other personally
20 identifiable information of individual employees.

21 4.15 On or about May 11, 2016, SCL’s Public Records Officer notified Plaintiffs that
22 Mr. Mocek had refused to accept the redacted version of Plaintiffs’ Documents, and that an
23 unredacted version of the Documents, including all information identified by Plaintiffs as
24 proprietary, confidential, trade secret, individually-identifiable private, or network security
25

1 information, will be released to Mocek unless Sensus obtains and the City is served with a
2 Temporary Restraining Order by May 26, 2016.

3 4.16 If Plaintiffs' competitors obtain an unredacted copy of the Plaintiffs' Documents,
4 they will obtain access to valuable information about Plaintiffs' pricing models, as well as
5 proprietary and confidential network systems, technology, and research data that could not be
6 obtained by other means. Release of this information to Plaintiffs' competitors would destroy
7 the value of the information because Plaintiffs' competitors could then predict Plaintiffs' pricing
8 strategies, undercut Plaintiffs' future bids, and allow Plaintiffs' competitors to alter their own
9 systems in accordance with Plaintiffs' proprietary models. The result would be a substantial loss
10 to Plaintiffs as well as a substantial loss to the public, which relies on the integrity of the public
11 bidding to obtain critical infrastructure at the lowest possible cost and with the best available
12 technology.

13 4.17 Although Plaintiffs have no information at this time connecting Mocek to any of
14 its direct competitors, release of Plaintiffs' trade secret, proprietary, and confidential information
15 nonetheless destroys the value of the information because Mocek is using the MuckRock.com
16 website, which operates by automatically posting information sent to a MuckRock.com email
17 address (such as the one specified by Mocek in his PRA request) on the MuckRock.com website,
18 which is open to anyone with a connection to the internet. Once Plaintiffs' protected information
19 becomes public, it becomes difficult or impossible to prevent the information from falling into
20 the hands of Plaintiffs' competitors and bad actors who would exploit Plaintiffs' network
21 security information to penetrate protected computer and utility networks, with potentially dire
22 consequences to the Plaintiffs and to the public at large.

23 4.18 If Plaintiffs are threatened with release of critical pricing and trade secret
24 information through the PRA, Plaintiffs may not participate in future public bidding processes in
25 the State of Washington because the risk of releasing their confidential pricing information and
26 pricing models could outweigh the value of potential sales to Washington public agencies.

1 Similarly, Plaintiffs may not submit bids to public agencies in other states where the release of
2 its critical pricing information in Washington could be used as a precedent to force release of that
3 information in those other states. The result could be the loss of substantial business
4 opportunities for Plaintiffs and loss for the public because the withdrawal of Plaintiffs from the
5 Washington market will make competitive bidding processes less effective and will limit the
6 availability of AMI and other breakthrough technologies to Washington's publicly-owned
7 utilities.

8 4.19 In addition, the potential withdrawal of Plaintiffs and, possibly, other competitors
9 from the market for publicly-owned utilities will undermine investment in new technology,
10 which depends on access to robust markets with strong protection for trade secrets and
11 proprietary information. Release of Plaintiffs' trade secrets and proprietary information could
12 thereby undermine technological advancements in AMI, but also other utility-related
13 technologies involving, for example, renewable energy generation, energy storage, energy
14 conservation, and other technologies that promise substantial benefits for public health, the
15 environment, and energy security in the future.

16 4.20 Plaintiffs' Documents contain detailed information about the network security and
17 encryption systems incorporated into their proprietary AMI systems. In addition to vitiating the
18 proprietary value of these security and encryption systems, public release of this information
19 could compromise the security and increase the vulnerability of Plaintiffs' systems to cyber-
20 attacks, including military attacks launched by nation-states, terrorist attacks, attacks from
21 organized cyber-criminals, and attacks from hackers. Because Plaintiffs' AMI systems are
22 broadly deployed around the world, compromising the security of their AMI systems increases
23 the vulnerability of the electric grid across the nation and around the world to cyber-attack.

24 4.21 After receiving notice from SCL regarding the Mocek response, Landis+Gyr
25 discovered that three documents related to Landis+Gyr's ongoing work involving SCL's AMI
26 system have already been posted to MuckRock.com. On information and belief, Landis+Gyr

1 understands these document were released by SCL inadvertently or accidentally before
2 Landis+Gyr had an opportunity to provide SCL with redacted copies of the documents. The
3 documents contain an extensive discussion of Landis+Gyr's network security protocols and
4 systems, including information that could be used by hackers or cybercriminals to overcome
5 Landis+Gyr's proprietary network security protocols. If this occurred, the integrity of Seattle's
6 electric system could be severely compromised and the proprietary value Landis+Gyr's network
7 security systems, which have been developed through the expenditure of significant amounts of
8 time from highly-trained and highly-specialized employees, and millions of dollars of investment
9 in research and development. The availability of this information in unredacted form and
10 without cost on the MuckRock.com website presents an immediate threat that the information
11 can be obtained by hacker, cyber-criminals, and Landis+Gyr's competitors, and immediate relief
12 is necessary to assure that the information not broadly available and that Landis+Gyr can retrieve
13 information to the extent it has already fallen into the wrong hands.

14 4.22 Plaintiffs' RFP Responses also contain the names, addresses, phone numbers, and
15 other individually-identifiable information of their employees and of customers who were
16 willing to provide recommendations to SCL concerning Plaintiffs' AMI products. In the
17 circumstances presented here, where, upon its release to Mr. Mocek, this private information will
18 be immediately posted to a website open to the public, the uncontrolled release of this
19 information threatens these individuals with annoyance and harassment and threatens Plaintiffs'
20 relationships with their customers and trade allies. Release of these individuals' names and
21 individually-identifiable information is of no public value because many of these individuals
22 have no relationship at all to the City and some do not even live in North America, none are City
23 employees, and none has been accused of any wrong-doing.

24 4.23 Because of the immediate deadline imposed by the City, Plaintiffs require a
25 temporary restraining order, and temporary and permanent injunctive and declaratory relief to
26 prevent the immediate harm that will result from release of their confidential, proprietary, and

1 trade secret information to their competitors and to prevent public loss that will result from the
2 failure to protect Plaintiffs' confidential, proprietary, and trade secret information.

3 **V. FIRST CAUSE OF ACTION:**
4 **WASHINGTON UNIFORM TRADE SECRET ACT**

5 5.1 Plaintiffs reallege and incorporate by reference the allegations set forth in
6 paragraphs 1.1 through 4.27 of this Complaint.

7 5.2 The information Plaintiffs seek to protect from public disclosure and disclosure to
8 their competitors constitute "trade secrets" protected by the Washington Uniform Trade Secret
9 Act.

10 5.3 The Washington Supreme Court has declared that "the public records act may not
11 be used to acquire knowledge of a trade secret." *Confederated Tribes of the Chehalis*
12 *Reservation v. Johnson*, 135 Wn.2d 734, 748, 958 P.2d 260 (1998). Therefore, Mocek and
13 MuckRock.com, as well as Plaintiffs' competitors who might acquire Plaintiffs' protected
14 information once it is released to Mocek and/or posted on MuckRock.com, are without any right
15 to use the PRA as a means to misappropriate Plaintiffs' trade secrets.

16 5.4 Plaintiffs are entitled to a temporary restraining order and permanent injunction
17 under RCW 19.108.020 to require Mocek and MuckRock.com to immediately remove Plaintiffs'
18 proprietary information from public display, to provide Plaintiffs with information that will
19 allow Plaintiffs to identify who had obtained Plaintiffs' proprietary information from the
20 MuckRock.com website, and to provide Plaintiffs with reasonable assistance in retrieving any
21 trade secret information that may have been obtained from the MuckRock.com website by any
22 competitors of Plaintiffs or any other persons or entities who might misappropriate Plaintiffs'
23 trade secrets.

24 5.5 Plaintiffs are also entitled to prevent the City and City Light from releasing
25 Plaintiffs' trade secrets to the public and to prevent Mocek and MuckRock.com, as well as any of
26 Plaintiffs' competitors, from misappropriating Plaintiffs' trade secrets through the Washington

1 PRA or by any other means. Plaintiffs are also entitled to a protective order under RCW
2 19.108.050 protecting Plaintiffs' trade secrets from public release, including release to any or all
3 of Plaintiffs' competitors.

4 5.6 Plaintiffs are entitled to damages, in an amount to be demonstrated at trial, and to
5 attorneys' fees under RCW 19.108.040.

6 **VI. SECOND CAUSE OF ACTION:**
7 **WASHINGTON PUBLIC RECORDS ACT**

8 6.1 Plaintiffs reallege and incorporate by reference the allegations set forth in
9 paragraphs 1.1 through 5.6 of this Complaint.

10 6.2 Plaintiffs seek to prevent disclosure of information that would reveal their
11 proprietary and valuable pricing formulae, computer source code or object code, research data,
12 and information related to their network security and encryption systems.

13 6.3 Release of Plaintiffs' proprietary information and pricing formulae will produce
14 substantial losses for Plaintiffs and the public, and substantial artificial economic advantages for
15 Plaintiffs' competitors.

16 6.4 Release of information about Plaintiffs' network security and encryption systems
17 will increase the vulnerability of Plaintiffs' systems, and the vulnerability of the electric grid as a
18 whole, to cyber-attack. Any such attack, if successful, could produce severe impacts on the
19 nation's economy and seriously compromise national security.

20 6.5 Release of the names and individually-identifiable information of individual
21 employees, customers, and trade allies of Plaintiffs violates those individuals' reasonable
22 expectations of privacy and would be highly offensive to them in the circumstances of this case,
23 harms Plaintiffs' proprietary interests, and fails to advance any public interest or provide
24 information about any aspect of the operations of government, as opposed to Plaintiffs' private
25 operations.
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1 F. A declaration that Defendants Mocek and MuckRock.com, as well as Plaintiffs'
2 competitors, are permanently barred from seeking to misappropriate Plaintiffs' trade secrets
3 under the Washington Public Records Act or through any other means, and that Defendants City
4 of Seattle and Seattle City Light are barred from releasing Plaintiffs' trade secrets through the
5 Washington Public Records Act or through any other means;

6 G. A declaration that the information Plaintiffs seek to protect falls within the
7 exemption from public disclosure provided in RCW 42.56.270(1), and that Defendants City of
8 Seattle and Seattle City Light are therefore barred from releasing the information to Defendants
9 Mocek or MuckRock.com, to any competitor of Plaintiffs, or to any other persons, under the
10 Washington Public Records Act;

11 H. A declaration that the network security and encryption information Plaintiffs seek
12 to protect falls within the exemption from public disclosure provided in RCW 42.56.420(4), and
13 that Defendants City of Seattle and Seattle City Light are therefore barred from releasing the
14 information to Defendants Mocek or MuckRock.com, or to any other persons, under the
15 Washington Public Records Act;

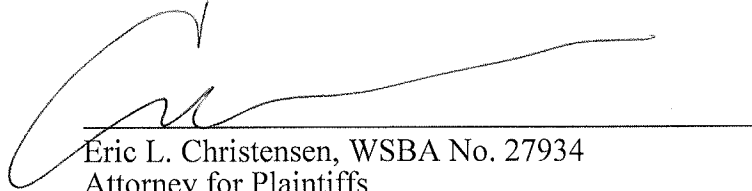
16 I. An award of damages under RCW 19.080.030 against Defendants Mocek and
17 MuckRock.com in an amount to be demonstrated at trial;

18 J. An award of attorney's fees against Defendants Mocek and MuckRock.com under
19 RCW 19.108.040; and

20 K. For such other relief as the Court may deem just and appropriate.
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1 DATED this 23rd day of May, 2016.

2 CAIRNCROSS & HEMPELMANN, P.S.

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