

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

-----	x	
)	
TBA GLOBAL, LLC,)	
)	Case No. _____
<i>Plaintiff,</i>)	
)	
v.)	JURY DEMAND
)	
LEO EVENTS, LLC, KENT UNDERWOOD,)	
KEVIN BREWER, CINDY BREWER, KEVIN)	
UNDERWOOD, DAVID KENYON, AND AMY)	
MANZANARES,)	
)	
<i>Defendants.</i>)	
-----	x	

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff TBA Global, LLC (“TBA”), alleges upon knowledge as to itself and its own actions and upon information and belief as to all other matters, as follows:

SUMMARY OF THE ACTION

1. This case involves breach of non-solicitation agreements, misappropriation of trade secrets and confidential TBA information as well as other tortious misconduct in the live events marketing industry. TBA is one of the nation’s leading live events marketing businesses with several offices in North America including one in Tennessee. Defendant LEO Events, LLC (“LEO”) was formed in August 2012 through the merger of two regional companies for the purpose of creating a more expansive national live events competitor. In pursuing those aspirations, senior LEO employees have breached explicit non-solicitation agreements they have with TBA (the “TBA Agreements”) and have engaged in related tortious

acts for the purpose of using TBA's proprietary and Confidential Information to gain an unfair advantage and to TBA's detriment.

2. LEO has publicly proclaimed its desire to be a national live events company. When it was formed, LEO issued a press release, stating: "Although regionally based, LEO is able to handle events in any market around the globe," that "LEO hopes to grow the average number of client events annually from 350 to more than 500," and that "various services will be added or expanded in each market to allow for larger events." To execute this plan, LEO employees breached TBA Agreement provisions concerning the hiring of employees and the seeking of customer business.

3. LEO co-founder and defendant, Kent Underwood, has also been a long-time independent contractor for TBA, garnering significant revenues from his TBA work. Since September 2011, for example, he has generated over \$650,000 in fees from TBA projects. As a major independent contractor, Kent Underwood executed a TBA Agreement. He expressly violated that agreement when he and his co-founders, defendants Kevin Brewer and Cindy Brewer (collectively, "the Brewers"), opened LEO's Nashville office by soliciting and hiring away longtime TBA executives resident in Tennessee, defendants Kevin Underwood, David Kenyon ("Kenyon") and Amy Manzanares ("Manzanares").

4. In its press release announcing the opening of the Nashville office, LEO emphasized that the former TBA employees would help LEO transform itself into a national live events company. Kevin Brewer stated that the hiring of the TBA employees was "a great step for LEO as a company" because LEO would "now have . . . people on board with years of incredible experience in the ways we wish to grow LEO in the near future." Cindy Brewer echoed this sentiment, stating: "[t]his is an amazing opportunity . . . For LEO, we gain the

creative and technical expertise of . . . highly seasoned individuals” who will “join a firm that’s positioned for national growth.”

5. As former senior TBA executives with decades of exposure to TBA’s Confidential Information and trade secrets, each of Kevin Underwood, Kenyon and Manzanares have been and are poised to continue using TBA’s most sensitive information in violation of their TBA Agreements and illegitimately to LEO’s unfair competitive advantage.

6. The former TBA employees themselves are each subject to TBA Agreements. By jointly departing TBA for LEO, they have violated the non-solicitation of employees provision in those agreements in that they solicited each other to work for LEO while at TBA.

7. Each of Kevin Underwood, Kenyon and Manzanares, as TBA executives, and Kent Underwood, as a TBA independent contractor, are also subject to express non-solicitation of TBA customers provisions in their TBA Agreements that extend for a two-year non-solicitation period. These provisions prohibit each of these defendants from communicating with TBA clients, customers or business relationships during the non-solicitation period for the purpose of procuring business for LEO itself or LEO in partnership with other live event companies that compete with TBA.

8. TBA has put LEO on notice of the need to ensure that LEO executives abide by the TBA Agreements. Nevertheless, in the short period of time since the TBA executives joined LEO they have violated the non-solicitation restrictions.

9. For example, at the end of 2012, LEO participated in a bid together with another live events company, Proscenium Events, LLC (“Proscenium”) of New York City to compete against TBA for work on a large Walmart program to be held in 2013.

10. In the first part of 2013, LEO has had communications with State Farm about that company's upcoming events even though the former TBA executives did considerable work for State Farm while at TBA.

11. LEO has also secured work to participate in two Software AG programs during 2013 even though the LEO employee who helped secure that work expended considerable time on Software AG while at TBA.

12. In late January 2013, the former TBA executives now at LEO discussed in an email exchange a planned trip to Chicago for early February that would include visits with "old [TBA] clients."

13. Each of these situations constitutes clear violation of non-solicitation agreements entered into with TBA by four LEO executives. It is likely that, through collaboration with companies like Proscenium, as well as on their own, the defendants have engaged in other violations of their non-solicitation agreements with TBA.

14. Defendants' wrongdoing is both contractual and tortious in nature. They have violated provisions of the TBA Agreements that prevent the direct and indirect solicitation of TBA clients, customers and business relationships, as well as those that prohibit them from using and disclosing TBA's proprietary and Confidential Information. They have tortiously interfered with the TBA Agreements. They have also engaged in misappropriation of TBA trade secrets and other Confidential Information as well as unfair competition and conversion.

15. The non-solicitation agreements that Kent Underwood, Kevin Underwood, Kenyon and Manzanares have with TBA all provide that "any breaches of this Agreement cannot be remedied solely by money damages" and that TBA "is entitled to obtain injunctive relief" against them in addition to other remedies. TBA has made considerable efforts to get defendants

to refrain from their wrongdoing but to no avail. Defendants have engaged in clear-cut violations of the non-solicitation agreements that are causing irreparable harm and damage to TBA. TBA, therefore seeks both injunctive and monetary relief.

PARTIES

16. Plaintiff TBA Global, LLC (“TBA”) is a limited liability company organized and existing under the laws of the State of Delaware, which maintains offices in North America, including an office located at 113 Seaboard Lane, Suite A105, Franklin, Tennessee 37067.

17. Defendant LEO Events, LLC (“LEO”) is a limited liability company that is organized under the laws of the State of Tennessee. LEO came into existence when Destination King Tennessee, LLC filed a name change with the Tennessee Secretary of State on July 23, 2012 and then merged with Quiddity Entertainment, LLC and/or Quiddity USA, LLC (collectively, “Quiddity”) in August 2012. Destination King Tennessee, LLC was organized under the laws of the State of Tennessee on April 27, 2011 and is affiliated with Destination King, Inc. (“Destination King”), which was formed in 2001. Quiddity Entertainment, LLC was formed as a Tennessee LLC September 12, 2003 and Quiddity USA, LLC was formed as a Tennessee LLC on April 27, 2011. LEO maintains offices in South Carolina and Tennessee, including one in Nashville. LEO may be served with service of process through its Registered Agent, Rick Burt, 265 S. Front Street, Suite 100, Memphis, Tennessee 38103-3810.

18. Defendant John Kent Underwood is a principal and co-founder of LEO. He formerly owned and operated Quiddity and has worked as an independent contractor for TBA. Kent Underwood resides and works in Chattanooga, Tennessee. Mr. Underwood may be served at his business address of 1601 Gulf Street, Suite 500, Chattanooga, TN 37408.

19. Defendant Kevin Brewer is a principal and co-founder of LEO. Kevin Brewer co-founded Destination King. Kevin Brewer resides and works in Memphis, Tennessee. Mr. Brewer may be served at his business address of 265 South Front Street, Memphis, TN 38103.

20. Defendant Cindy Crill Brewer is a principal and co-founder of LEO. Cindy Brewer co-founded Destination King. Ms. Brewer resides and works in Memphis, Tennessee. Ms. Brewer may be served at her business address of 265 South Front Street, Memphis, TN 38103.

21. Defendant Kevin Underwood is a Senior Vice President of LEO. Kevin Underwood resides in Brentwood, Tennessee and works in Franklin, Tennessee. Kevin Underwood was formerly a Senior Vice President at TBA and was employed by TBA from November 30, 1990 to November 1, 2012. Mr. Underwood may be served at his business address of 504 Autumn Springs Ct, Suite # 5, Franklin, TN 37067.

22. Defendant David Kenyon ("Kenyon") is a Senior Vice President, Production of LEO. Kenyon resides and works in Franklin, Tennessee. Kenyon was formerly Senior Vice President, Production at TBA and was employed by TBA from March 2000 to October 29, 2012. Mr. Kenyon may be served at his business address of 504 Autumn Springs Ct., Suite # 5, Franklin, TN 37067.

23. Defendant Amy Manzanares ("Manzanares") is a Vice President, Event Management for LEO. Manzanares resides and works in Franklin, Tennessee. Manzanares was formerly a Vice President, Client Services by TBA from May 1, 2000 to November 16, 2012. Ms. Manzanares may be served at her business address of 504 Autumn Springs Ct., Suite #5, Franklin, TN 37067.

JURISDICTION AND VENUE

24. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) because complete diversity of citizenship exists between the Plaintiff and Defendants, and the amount in controversy is in excess of \$75,000.00.

25. Plaintiff TBA is a limited liability company organized under the laws of Delaware with its principal place of business in New York.

26. Defendant LEO is a limited liability company organized under the laws of Tennessee with offices and its principal place of business in Tennessee. Alternatively, LEO's principal place of business is in South Carolina.

27. The individual defendants are citizens of Tennessee.

28. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(a), as a substantial part of the events or omissions giving rise to the claims alleged in this Complaint occurred in this judicial district.

BACKGROUND FACTS

I. TBA

A. TBA's Business

29. TBA is a leading and innovative live events marketing and communications agency that connects audiences with brands through strategic meetings, consumer events, branded content, digital media, entertainment, and custom learning and performance solutions. TBA currently operates several offices in North America, and has won awards for its event marketing expertise in servicing Fortune 1000 companies.

30. TBA has expended great time, effort and cost in developing trade secrets and other confidential and proprietary information, including among others: intellectual property;

ideas; techniques; systems; methods; physical materials necessary to create event marketing products and services; customer performances; customer data; customer agreements; as well as internal processes designed to manage, service and attract clients. This information is referred to collectively herein as “Confidential Information.”

31. TBA conceives, plans, produces and stages various types of corporate events, live event programs, meeting services and marketing presentations for leading companies and branded products. Examples include: annual meetings; events for particular corporate constituencies, such as shareholders, officers, directors or employee groups; the opening of a corporate facility or location; the launching of a corporate product or service; and corporate programs or seminars designed to educate or train particular employee groups.

32. Since its founding in 1993, TBA has competed for and often secured event work from some of the world’s most recognized corporations such as: ExxonMobil, Walmart, State Farm Insurance, R.J. Reynolds, Bank of America, Volkswagen, Realogy and Century 21 Real Estate as well as many others. TBA has planned and organized some of the largest corporate events in the United States including over ten major Walmart meetings since 2007. In 2012, for example, TBA was responsible for producing each of Walmart’s major events, including a year beginning meeting in the first part of the year, the annual shareholders’ meeting (attracting over 17,000 people) in the middle of the year and a holiday meeting toward the latter part of the year.

33. The services that TBA provides to clients are unique. What distinguishes TBA from other live event companies are TBA’s unique capabilities as well as the experience and knowledge that TBA provides its clients. This includes TBA’s experience and knowledge of

the customer and the customer's business, and the goodwill and client relationships which TBA has expended substantial resources (in time, personnel and money) to develop.

34. TBA devotes substantial resources to cultivating and developing business relationships with clients and prospective clients. These include financial expenditures, intellectual property, and the commitment of personnel with unique skill sets to provide innovative and creative services and solutions to TBA's clients. TBA provides its clients with original, innovative content, designed specifically for the particular client. Knowledge of the customer is critical to the live events marketing industry. TBA and its executives devote substantial time and resources to understanding the client's business and the client's preferences, and establishing and building customer goodwill through a track record of performance and positive client communications.

B. TBA Agreements

35. TBA requires certain employees and independent contractors to enter into a non-solicitation and confidentiality agreement ("TBA Agreement") in order to safeguard Confidential Information, avoid conflicts of interest, protect client and business relationships, prevent the solicitation or hiring of employees and maintain TBA's ownership and possession of its ideas techniques, methods, processes and documents. An example of a TBA Agreement is attached as Exhibit C to the Affidavit of Paula Balzer.

36. These agreements are essential to protect TBA's intellectual property, customer relationships and goodwill. The companies with which TBA competes require such agreements from their employees, especially when those employees are responsible for sales, client relationships, creative, managers and personnel involved in revenue generation. Such agreements are customary in the industry.

37. Each of Kevin Underwood, Kenyon and Manzanares, during their many years of employment with TBA, as well as Kent Underwood, through his many engagements as a TBA independent contractor, had access to confidential and proprietary TBA information including that which was associated with TBA's clients, prospective clients and business relationships.

38. TBA's customer non-solicitation, employee non-solicitation, confidentiality and other provisions in the TBA Agreements are also designed to prevent unfair competition following an employee's departure from TBA, and to protect the customer goodwill and business relationships developed and financed by TBA.

39. The provisions against solicitation of customers and employees establish a non-solicitation period of two years after the TBA employee has left TBA or the independent contractor finishes his assignment with TBA, during which time the individual is prohibited from exploiting the customer relationship and goodwill that has been paid for and developed at TBA's expense. The non-solicitation period affords TBA time to reestablish and continue to build on its existing client relationships and goodwill. Two-year non-solicitation periods are commonplace, reasonable and customary for live events marketing businesses.

40. TBA's non-solicitation provisions are limited in scope. They do not restrict competition during the two year period; they are limited to non-solicitation of TBA clients, customers, prospective customers or business relationships and to non-solicitation of TBA employees. They do not prohibit an employee from working for another company in the live events marketing field after termination of employment with TBA, and do not preclude solicitation of work from companies that were not clients or prospective clients of TBA.

1. **Kevin Underwood, Kenyon and Manzanares's TBA Agreements**

41. Defendants Kevin Underwood, Kenyon and Manzanares each voluntarily executed a TBA Agreement.

42. Kenyon signed and executed his TBA Agreement with TBA on November 9, 2000 and again on May 1, 2001. Kenyon was employed for 12 years at TBA's Tennessee office and most recently served as Senior Vice President, Production. A copy of Kenyon's TBA Agreement is attached as Exhibit D to the Affidavit of Paula Balzer.

43. Kevin Underwood signed and executed his TBA Agreement on June 8, 2000. He had originally joined TBA in 1990 and most recently served as Senior Vice President. He managed TBA's Tennessee office for more than 20 years. A copy of Kevin Underwood's TBA Agreement is attached as Exhibit C to the Affidavit of Paula Balzer.

44. Manzanares signed and executed her TBA Agreement on August 1, 2005 and was employed for 12 years at TBA. Manzanares most recently served as Vice President, Client Services. A copy of the Manzanares TBA Agreement is attached as Exhibit E to the Affidavit of Paula Balzer. At the time of the Manzanares TBA Agreement, Ms. Manzanares's last name was Johnson.

45. Kevin Underwood, Kenyon and Manzanares each acknowledged that "a portion of" their TBA compensation was "in consideration for the [provisions] contained in" their TBA Agreement, that they entered into the TBA Agreement "freely and voluntarily," that they "read and understood each and every provision of" the TBA Agreement and that they were "free to obtain advice from legal counsel . . . in order to interpret any and all provisions of" the TBA Agreement.

46. Kevin Underwood, Kenyon and Manzanares also acknowledged and agreed in their TBA Agreements that while employed by TBA: (1) they would have "access to

Confidential” TBA information including but “not limited to” TBA’s “trade secrets, client and business relationships, systems, procedures, manuals, confidential reports, lists of customers and suppliers, the nature and type of services rendered by [TBA], pricing policies of [TBA] and [TBA’s] methods of doing business;” and (2) they would “be provided with specialized training on how to perform [their] employment duties” as well as “contacts with [TBA]’s customers and potential customers.”

47. Pursuant to their respective TBA Agreements, Kevin Underwood, Kenyon and Manzanares agreed to an express “Conflicts of Interest” restriction whereby they would not “engage, either directly or indirectly in any activity which might adversely affect [TBA].” They further agreed “to disclose to [TBA] any other facts of which Employee becomes aware which might involve or give rise to a Conflict of Interest or potential Conflict of Interest.”

48. TBA’s Employee Handbook also requires TBA employees to abide by an ethical Code of Conduct, which includes, among other things, a requirement that employees avoid conflicts of interest and that officers are specifically required to “disclose . . . any personal interest they may have in a transaction to which TBA is a party and to excuse themselves from participation in any decision in which there is a conflict between their personal interests and the interests of TBA.”

49. In their respective TBA Agreements, Kevin Underwood, Kenyon and Manzanares each agreed to a “Non-Solicitation of Customers” provision that, while employed by TBA and for a period of two years after their employment ceased, each would not “directly or indirectly, communicate with clients or customers of [TBA] or pursue business relationships developed while employed by [TBA]. . . . in a manner which is used to procure business by Employee or communication which would alter the business relationships of such customers or clients with [TBA] in a negative way,” and further agreed under this provision not to “assist[] or

supervis[e] any other person to solicit or secure a business relationship with a client or customer of [TBA].”

50. In the TBA Agreements signed by Kevin Underwood and Manzanares, the Non-Solicitation of Customers provision included the option to list customers excluded from the provision in the event each had pre-existing clients, customers or business relationships that they brought with them to TBA. However, neither Kevin Underwood nor Manzanares listed any clients, customers or business relationships to be excluded from the Non-Solicitation of Customers provision.

51. The “Non-Solicitation of Employees” provision in their respective TBA Agreements prohibited Kevin Underwood, Kenyon and Manzanares for a period of two years after their employment ceased from “directly or indirectly, on Employee’s own behalf, or on behalf of others, solicit[ing], attempt[ing] to hire, or hir[ing] any person employed by [TBA] to work for Employee or for another entity, firm, corporation or individual.”

52. Kevin Underwood, Kenyon and Manzanares agreed in their respective TBA Agreements to not “reveal or disclose, sell, use, lecture upon, publish or otherwise disclose to any third party any Confidential Information” of TBA, “or authorize anyone else to do these things at any time during or subsequent to [their] employment with [TBA].” The TBA Agreements also provide that this provision “shall continue in full force and effect after the termination of [the] employment relationship with [TBA] for any reason.”

53. In order to further protect its Confidential Information, TBA required all employees to abide by an express Confidentiality Policy as explained in the TBA Employee Handbook.

54. In their respective TBA Agreements, Kenyon and Manzanares agreed that TBA owns “all of the techniques, methods, materials, products and services, and all of the ideas and other intellectual property contained therein,” that they “develop[ed], work[ed] with, or learn[ed] of while employed by [TBA].” Kenyon and Manzanares specifically agreed that any and all such information “shall be the sole and exclusive property of [TBA] and [TBA] shall maintain all right, title and interest therein.”

55. In their TBA Agreements, each of Kevin Underwood, Kenyon and Manzanares agreed “that any breaches of this Agreement cannot be remedied solely by money damages, and that in addition to any other remedies [TBA] may have, [TBA] is entitled to obtain injunctive relief against [the Employee or Contractor].”

2. Kent Underwood’s TBA Agreement

56. Prior to the founding of LEO, Kent Underwood, through his company Quiddity, had performed services for TBA as an independent contractor and assisted with a number of events for various TBA clients, including State Farm, Walmart and ExxonMobil. In connection with at least one of these events, Kent Underwood voluntarily signed and executed a TBA Agreement on February 25, 2011. A copy of Kent Underwood’s TBA Agreement is attached as Exhibit F to the Affidavit of Paula Balzer.

57. Kent Underwood acknowledged and agreed in his TBA Agreement that while working for TBA: (1) he would have “access to confidential and/or proprietary” TBA information including but “not limited to” TBA’s “non-public information related to TBA, its clients and prospects’ trade secrets, client and business relationships, systems, procedures, manuals, reports, customer and supplier lists, pricing policies, business methods, marketing strategies, and financial performance;” and (2) he would not “divulge or utilize, in any manner at

any time, except in connection with the performance of the Contracted Project, any such confidential or proprietary information.”

58. Pursuant to his TBA Agreement, Kent Underwood agreed to an express “Conflict of Interest” restriction, whereby, while working for TBA, he would not “engage, either directly or indirectly, in any activity that may cause or present a Conflict of Interest,” which is defined as “any activity that might adversely affect TBA or its affiliates.”

59. In his TBA Agreement, Kent Underwood agreed to a non-solicitation of customers provision that, during the contract period (February 22, 2011-March 24, 2011) and for a period of two years after the final date of the contract period (March 24, 2011), he would not “either directly or indirectly, on [his] own behalf or on the behalf of others, solicit any of the clients, customers or prospects of TBA, or pursue business relationships developed while engaged in performance of the Contracted Project, except as specified and agreed to in writing by TBA.” Kent Underwood did not list any exceptions with TBA to the Non-Solicitation of Customers’ prohibition.

60. The non-solicitation of employees provision in the TBA Agreement prohibited Kent Underwood for a period of two years after the final date of the contract period from “directly or indirectly, on [his] own behalf, or on behalf of others, solicit[ing], attempt[ing] to hire, or hir[ing] any person employed by TBA to work for [him] or for another entity, firm, corporation or individual.”

61. Kent Underwood also agreed in his TBA Agreement to not “discuss or publish any conclusions, summaries or profiles with regard to TBA or the Contracted Project including, but not limited to, discussions regarding TBA’s Mission Statement, marketing

strategies, program development protocols, business methodologies or policies and procedures, without the express written consent of TBA.”

62. Additionally, in the TBA Agreement, Kent Underwood agreed that TBA owns “all work property materials generated by and the rights resulting from the Contracted Project including, but not limited to, marketing and communications strategies, proposals and plans, techniques, methods, materials, copyright interests, masters, duplications, outtakes, concepts, proposals, photographs, video, film, source code, programming or intellectual property.” Kent Underwood specifically agreed that he would not “show any property developed under this Agreement and owned by TBA or its clients, to any other company or prospective client of Contractor.”

63. In his TBA Agreement, Kent Underwood agreed “that any breaches of this Agreement cannot be remedied solely by monetary damages, and that, in addition to any other remedies TBA may have, TBA is entitled to obtain injunctive relief against Contractor.”

II. LEO

64. Over the years, TBA has partnered with others to assist in the production and staging of live event programs, such as those it has done for Walmart and many other leading companies. LEO and one of its predecessors, Quiddity, has functioned as one of the main partners TBA has worked with on these programs. Between September 2011 and the middle of March 2013, LEO/Quiddity garnered over \$650,000 in fees from work generated through TBA for clients such as ExxonMobil, Walmart and State Farm. Defendant Kent Underwood, who was the principal of Quiddity and a co-founder of LEO, has been involved in several TBA-administered events during the past five years.

A. LEO's Founding

65. One of LEO's predecessor companies, Destination King, which describes itself as a destination management company, was founded by Kevin and Cindy Brewer ("the Brewers") in 2001 and is based in Memphis.

66. The other predecessor company, Quiddity, which characterized itself as an event management company offering conception, creation and execution of live special events, was founded by Kent Underwood in 2006.

67. In Spring 2011, the Brewers and Kent Underwood began discussions to join forces to create a more expansive live event agency that would compete with TBA. In preparation for the formation of that competing agency, on April 27, 2011, Kent Underwood formed Quiddity USA, LLC and the Brewers formed Destination King Tennessee, LLC.

68. After approximately 18 months of discussions, in early August 2012, Destination King and Quiddity announced their merger. Upon the merger, Destination King and Quiddity began operating under the name LEO.

69. LEO issued a press release announcing its creation on August 8, 2012, introducing the new company as "an events management group based in Memphis with offices in Chattanooga, Tennessee and Myrtle Beach, South Carolina." The LEO press release also underscored that LEO intended to compete for major event marketing business. It stated: "Although regionally based, LEO is able to handle events in any market and around the globe." A copy of LEO's August 8, 2012 press release is attached as Exhibit A to the Affidavit of Paula Balzer.

70. The August 8, 2012 press release explained that LEO intended to expand its operations and scope. It stated: "four new employees were hired in preparation for the new entity" and "future plans include expansion into other markets." It added that: "LEO hopes to

grow the average number of client events annually from 350 to more than 500” and that “various services will be added or expanded in each market to allow for larger events.”

B. LEO's Nashville Office

71. The Brewers and Kent Underwood planned to open a branch of their new company in Nashville, as they already had offices in Memphis and Chattanooga. In order to open that office, they solicited and hired TBA's key employees in Nashville.

72. In late October and early November 2012, LEO recruited long-time TBA employees Kevin Underwood, Kenyon and Manzanares away from TBA. Each of Kevin Underwood, Kenyon and Manzanares played leading roles in the managing and servicing of major TBA clients including but not limited to Walmart, ExxonMobil, State Farm, Realogy, Software AG, Bank of America, IBM and Volkswagen. Kevin Underwood was a senior vice president at TBA, Kenyon functioned as a senior vice president of production and Manzanares as vice president for client services. By mid-November 2012, all three had tendered their resignation from TBA.

73. On December 4, 2012, LEO issued another press release, announcing the opening of a Nashville, Tennessee office with the hiring of defendants Kevin Underwood and Kenyon. LEO's December 4th press release identified Kevin Underwood as having “spent more than 20 years managing TBA's Nashville office” and it stated that “Kenyon spent 13 years at TBA's Nashville office, overseeing production for hundreds of events annually for the company, including the annual Walmart shareholders' meeting and distributors' conferences for ExxonMobil.” A copy of LEO's December 4, 2012 press release is attached as Exhibit B to the Affidavit of Paula Balzer.

74. In the December 4th press release, Kevin Brewer characterized the hiring of Kevin Underwood and Kenyon as “a great step for LEO as a company,” explaining that “by

bringing on Kevin and David, we now have two people on board with years of incredible experience in the ways we wish to grow LEO in the near future.” Cindy Brewer echoed that Kevin Underwood and Kenyon were hired so that LEO had the experience and expertise to compete nationally. She stated: “This is an amazing opportunity For LEO, we gain the creative and technical expertise of two highly seasoned individuals,” who will “join a firm that’s positioned for national growth.”

75. Manzanares began working at LEO sometime between November 2012 and January 2013.

76. By poaching longtime TBA executives, LEO has essentially usurped TBA’s Nashville operations in order to staff its new Nashville office and to solicit and perform work for TBA’s clients.

77. In hiring Kevin Underwood, Kenyon and Manzanares, Kent Underwood violated his TBA Agreement by hiring TBA employees while his non-solicitation clause was still in effect. The TBA Agreement expressly prohibits Kent Underwood from “directly or indirectly” soliciting or hiring TBA employees to work for him or any other entity.

78. LEO, Kevin Brewer and Cindy Brewer, were aware of Kent Underwood’s TBA Agreement, which prohibited him from soliciting clients of TBA, pursuing business relationships developed while working for TBA or soliciting TBA employees.

79. Nevertheless, LEO, Kevin Brewer and Cindy Brewer knowingly and intentionally induced Kent Underwood’s breach of the TBA Agreement by hiring TBA employees for the purpose of opening a branch office of LEO in Nashville to compete with TBA.

80. Kevin Underwood, Kenyon and Manzanares have also breached their TBA Agreements by individually and collectively involving themselves in efforts to solicit, to attempt to hire or to hire each other to work for LEO, while they were still employed by TBA.

81. As a consequence of Defendants' conduct, TBA will have to expend time, effort and money searching, recruiting and hiring the talented and uniquely skilled people capable of creating first-rate live events on behalf of TBA.

III. LEO'S EFFORTS TO PROCURE BUSINESS FROM TBA'S CLIENTS

82. By letter dated November 2, 2012, counsel for TBA wrote to Kevin Underwood, and sent a copy to LEO, to remind him of his obligations under the TBA Agreement. TBA specifically outlined the terms of the non-solicitation provisions. Thus, LEO, Kent Underwood, Kevin Brewer and Cindy Brewer were on notice of the TBA Agreements, the restrictions that former TBA employees are subject to and TBA's intentions to enforce the TBA Agreements. A copy of counsel for TBA's November 2, 2012 letter is attached as Exhibit G to the Affidavit of Paula Balzer.

83. Despite TBA's efforts to ensure voluntary compliance with the TBA Agreements, Kent Underwood, Kevin Underwood, Kenyon and Manzanares, through LEO, are communicating with and soliciting TBA clients, customers and business relationships to procure business for LEO or to alter those TBA business relationships with TBA in a negative way.

84. Kevin Underwood, Kenyon and Manzanares had been employed at TBA for over ten years and had the benefit of TBA's training, resources and financial support to develop relationships with clients. Kevin Underwood, Kenyon and Manzanares each developed close relationships with clients while working on behalf of TBA and were primary contacts at TBA for several major clients. TBA's business depends upon the development and maintenance

of those client relationships and these employees played a critical role in building the reputation of and goodwill for TBA.

85. Kevin Underwood had a lead role in a number of TBA client accounts, including but not limited to: ExxonMobil, Volkswagen, State Farm, Realogy, Forstmann Little & Co., and Century 21 Real Estate, LLC.

86. As Senior Vice President of Production, Kenyon oversaw production for hundreds of events annually for TBA, including the annual Walmart shareholders' meeting and distributors' conferences for ExxonMobil. Kenyon also worked on events for, among other TBA clients, State Farm, Bank of America and Realogy.

87. Manzanares had primary responsibility for TBA's client relationships with significant clients, such as Bank of America and Software AG.

88. Since resigning in October-November 2012, Kevin Underwood, Kenyon and Manzanares, along with Kent Underwood and through LEO, have solicited TBA clients and/or prospective clients through direct or indirect communications, for the purpose of developing business relationships for themselves and for LEO. They did so in contravention of their respective agreements with TBA. LEO, the Brewers and Kent Underwood have also knowingly tortiously interfered with the TBA Agreements.

89. Illustrative examples (not meant to be exhaustive) of TBA clients, prospective clients and/or business relationships targeted by LEO and its executives include, among others, Walmart, State Farm and Software AG.

90. In November and December 2012, LEO collaborated with Proscenium, a live events company located in New York, in submitting a bid for a Walmart event in the first part of 2013. This bid was submitted in an effort to secure work from one of TBA's most active

and existing clients. LEO's Kent Underwood participated in work on this collaborative effort with Proscenium. Since March of 2011, when Kent Underwood's non-solicitation agreement took effect, he likely collaborated with Proscenium on other bids and projects to secure work from TBA clients, customers or business relationships.

91. LEO's collaboration with Walmart took place after Kevin Underwood, Kenyon and Manzanares left TBA and joined ranks with LEO. Kenyon in particular has worked on numerous Walmart-related programs for TBA over the years and had access to TBA's proprietary and Confidential Information concerning that client. Any involvement by Kenyon in the collaborative efforts with Proscenium for Walmart work violates Kenyon's non-solicitation agreement with TBA. Kevin Underwood, Kenyon and Manzanares are prohibited by the Non-Solicitation of Customers provision from "assisting or supervising any other person to solicit or secure a business relationship with a client or customer of [TBA]."

92. By the beginning of 2013, LEO tried to secure work from State Farm in connection with State Farm's 2014 Sales Exchange program. State Farm is one of TBA's longstanding major clients. Both Kevin Underwood and Kenyon have done considerable work on State Farm matters over the years. LEO's efforts to use Kevin Underwood and Kenyon's experience with State Farm in order to procure work from State Farm is in violation of Kenyon and Underwood's non-solicitation agreement.

93. For many years, TBA has provided event services for Software AG, and, while at TBA, defendant Manzanares was deeply involved in Software AG work. TBA bid for two 2013 programs from Software AG: the 2013 ProcessWorld Conference and the 2013 Chairman's Club Incentive Program. In early 2013, TBA learned that it had not been awarded these programs from its long-time client and that LEO employees including Manzanares had

been contracted to participate in the management of those programs. Ms. Manzanares's non-solicitation provision in her TBA Agreement expressly prohibits her from directly or indirectly communicating with TBA clients and from assisting or supervising any other person to solicit or secure a business relationship with a client or customer of TBA. She and others from LEO did so in connection with the 2013 Software AG programs.

94. On January 25, 2013, Manzanares initiated an email exchange with defendants Kevin Brewer, Kent Underwood and Kevin Underwood. By accident, Manzanares sent her email to Kevin Underwood's TBA email address. In the email, Manzanares was seeking approval for Manzanares, Kenyon and Kevin Underwood to travel to Chicago on a business trip. Part of the trip, she explained, was so that Kevin Underwood could "meet with some old clients in the area." Kevin Underwood spent 20 years at TBA before joining LEO. The "old clients" are undoubtedly those he worked with while at TBA. A copy of the email is attached as Exhibit I to the Affidavit of Paula Balzer.

95. The situations with Walmart, State Farm, Software AG and the clients in Chicago are not meant to be exhaustive. They are illustrative of defendants' disregard for and breaching of the non-solicitation provisions in the TBA Agreements. Defendants have breached these agreements both through direct solicitation of TBA clients, customers or clients on behalf of LEO and through indirect communication and partnering with other live event companies in order to secure work.

96. Whether directly on behalf of LEO, or by collaborating with other live event marketing companies (such as Proscenium), Kevin Underwood, Kenyon and Manzanares as former TBA executives, and Kent Underwood as a longtime TBA independent contractor, have breached their TBA Agreements by individually and collectively exploiting the client

relationships they developed and Confidential Information they learned while working for TBA for the purpose of soliciting TBA clients, prospective clients and business relationships on behalf of LEO. The Brewers and Kent Underwood have also committed tortious interference with the TBA Agreements entered into by Kevin Underwood, Kenyon and Manzanares because they are well aware that each of these TBA executives is subject to non-solicitation restrictions with TBA.

97. The defendants have also engaged in wrongdoing by collaborating with others subject to TBA Agreements, such as the Proscenium executives defendants worked with in connection with the Walmart bid. The defendants are well aware that those Proscenium executives are bound by non-solicitation provisions in the TBA Agreements. The defendants have, therefore, committed tortious interference with contract by collaborating on bids submitted by others subject to TBA Agreements to secure work from TBA clients.

CLAIMS

COUNT I

(Breach of Contract)

(Against Defendants Kevin Underwood, Kenyon and Manzanares)

98. TBA realleges and incorporates the allegations set forth in Paragraphs 1-97 above as if fully set forth herein.

99. Defendants Kevin Underwood, Kenyon and Manzanares entered into binding and enforceable agreements with TBA, referred to as the TBA Agreements, in connection with and in consideration for their employment with TBA.

100. Each of Defendants Kevin Underwood, Kenyon and Manzanares breached provisions of their TBA Agreements restricting them for a period of two years after the termination of their employment relationship with TBA from directly or indirectly:

- (a) communicating with TBA clients or customers or pursuing business relationships developed while employed by TBA for the purpose of procuring business from a TBA client or customer for LEO but not for TBA and/or for the purpose of altering TBA's client, customer or business relationships in a negative way;
- (b) assisting or supervising any other person to solicit or secure a business relationship with a client or customer of TBA; and/or
- (c) soliciting, attempting to hire or hiring any person employed by TBA to work for them or for another entity, firm corporation or individual.

101. Each of Kevin Underwood, Kenyon and Manzanares also breached provisions of their TBA Agreements when they solicited and assisted LEO in soliciting former TBA clients by:

- (a) revealing, using or otherwise disclosing to any third party any Confidential Information, as that term is defined in the TBA Agreements, or authorizing anyone else to do those things at any time either during or subsequent to the particular Defendants' employment with TBA; and/or
- (b) failing to maintain as TBA's sole and exclusive property the techniques, methods, materials, products and services and all of the ideas and other intellectual property contained therein that the particular defendant developed, worked with or learned of while employed by TBA.

102. As a direct result of each defendant's misconduct, TBA has been damaged and is entitled to recover full damages in an amount to be determined at trial, as well as injunctive relief prohibiting the solicitation of TBA's clients, business relationships and employees, and prohibiting the use of TBA's proprietary and Confidential Information.

COUNT II
(Breach Of Contract)
(Against Defendant Kent Underwood)

103. TBA realleges and incorporates the allegations set forth in Paragraphs 1-102 above as if fully set forth herein.

104. Defendant Kent Underwood entered into a binding and enforceable TBA Agreement in connection with and in consideration for engagement as an independent contractor to TBA.

105. Kent Underwood breached provisions of his TBA Agreement restricting him during the contract period and for a period of two years after the final date of the contract period from “directly or indirectly, on [his] own behalf or on the behalf of others, solicit[ing] any of the clients, customers or prospects of TBA, or pursu[ing] business relationships developed while engaged in performance of the Contracted Project.”

106. Kent Underwood also breached the provisions of the TBA Agreement by directly or indirectly soliciting, attempting to hire or hiring employees of TBA (Kevin Underwood, Kenyon and Manzanares) to work for himself and/or for LEO.

107. Kent Underwood further breached the TBA Agreement by divulging and utilizing TBA’s proprietary and Confidential Information as specified in his TBA Agreement.

108. As a direct result of Kent Underwood’s misconduct, TBA has been damaged and is entitled to recover full damages in an amount to be determined at trial, as well as injunctive relief prohibiting the solicitation of TBA’s clients, business relationships and employees and the utilization and divulging of TBA’s proprietary and Confidential Information.

COUNT III

(Tortious Interference with Contract & Unlawful Procurement of Breach of Contract) **(Against Defendants LEO, Kent Underwood, Kevin Brewer and Cindy Brewer)**

109. TBA realleges and incorporates the allegations set forth in Paragraphs 1-108 above as if fully set forth herein.

110. Defendants Kent Underwood, Kevin Underwood, Kenyon and Manzanares are, and were at all times relevant to this action, parties to TBA Agreements, which constitute valid and binding contracts.

111. Defendants LEO, Kent Underwood, Kevin Brewer and Cindy Brewer knew of the existence and terms of each such TBA Agreement and were and are aware that each of Kent Underwood, Kevin Underwood, Kenyon and Manzanares were obligated to abide by the TBA Agreements.

112. LEO, Kent Underwood, Kevin Brewer and Cindy Brewer were and are aware that Kent Underwood, Kevin Underwood, Kenyon and Manzanares have not abided by their TBA Agreements.

113. LEO, Kent Underwood, Kevin Brewer and Cindy Brewer have assisted each of Kent Underwood, Kevin Underwood, Kenyon and Manzanares in those violations for the purpose of furthering their own business interests. In particular, LEO, Kent Underwood, Kevin Brewer and Cindy Brewer intended to solicit and have solicited TBA's clients. They hired Kevin Underwood, Kenyon and Manzanares and knowingly and intentionally induced the breach of their agreements with TBA expressly to aid in the solicitation of and procurement of work from TBA's clients for their own benefit.

114. LEO, Kevin Brewer and Cindy Brewer also maliciously, knowingly and intentionally induced the breach of Kent Underwood's TBA Agreement by joining with him in the hiring TBA employees.

115. LEO, Kent Underwood, Kevin Brewer and Cindy Brewer maliciously, wrongfully and tortiously interfered with TBA's contractual relationships with each of Kent Underwood, Kevin Underwood, Kenyon and Manzanares, by inducing them to disavow and

breach their TBA Agreements, and by assisting, financing and directly participating in their wrongful activities to compete with TBA.

116. As a proximate cause of each of LEO, Kent Underwood, Kevin Brewer and Cindy Brewer's wrongful and tortious interference with TBA's contractual relationships with each of Kent Underwood, Kevin Underwood, Kenyon, Manzanares, and the members of Proscenium, those individuals have breached their contracts with TBA, and TBA has been damaged as a result, and is therefore entitled to recover full damages as well as punitive damages and attorneys' fees against LEO, Kent Underwood, Kevin Brewer and Cindy Brewer in an amount to be determined at trial. Pursuant to T.C.A. § 47-50-109, TBA is also entitled to treble damages.

COUNT IV
(Tortious Interference with Contract & Unlawful Procurement of Breach of Contract
(Against All Defendants)

117. TBA realleges and incorporates the allegations set forth in Paragraphs 1-116 above as if fully set forth herein.

118. Other former TBA employees working for other live event companies are, and were at all times relevant to this action, parties to TBA Agreements, which constitute valid and binding contracts.

119. Defendants knew of the existence and terms of such TBA Agreements and were and are aware that other former TBA employees have not abided by their TBA Agreements.

120. Defendants have assisted former TBA employees in those violations for the purpose of furthering their own business interests. In particular, they have joined with and assisted former TBA employees to solicit and have solicited TBA's clients. Defendants

maliciously, knowingly and intentionally induced the breach of those TBA Agreements expressly to aid in the solicitation of and procurement of work from TBA's clients for their own benefit.

121. Defendants have maliciously, wrongfully and tortiously interfered with TBA's contractual relationships with former TBA employees, by inducing them to disavow and breach their TBA Agreements, and by assisting, financing and directly participating in their wrongful activities to compete with TBA.

122. As one example, Defendants wrongfully and tortiously interfered with TBA's contractual relationships with other former TBA employees and executives who are now employed by Proscenium, a live events company located in New York City that is run by former TBA executives. Defendants knew that the Proscenium employees were subject to TBA Agreements that included non-solicitation provisions and were and are in violation of those TBA Agreements. Despite being aware of those TBA Agreements, Defendants facilitated the breach of those TBA Agreements by assisting Proscenium in bidding on and performing work for TBA clients. They induced the breach of those agreements knowingly and with the intention of furthering their own business interests.

123. As a proximate cause of Defendants' wrongful and tortious interference with TBA's contractual relationships with former employees, the former employees have breached their contracts with TBA, TBA has been damaged as a result, and TBA is entitled to recover full damages as well as punitive damages and attorneys' fees against Defendants in an amount to be determined at trial. Pursuant to T.C.A. § 47-50-109, TBA is also entitled to treble damages.

COUNT V
(Misappropriation of Trade Secrets and Confidential Business Information)
(Against Defendants Kent Underwood, Kevin Underwood, Kenyon and Manzanares)

124. TBA realleges and incorporates the allegations set forth in Paragraphs 1-123 above as if fully set forth herein.

125. TBA has developed Confidential Information which was disclosed to Kent Underwood, Kevin Underwood, Kenyon and Manzanares as a consequence of their respective employment and/or relationship with TBA.

126. Pursuant to the TBA Agreements, Kevin Underwood, Kenyon and Manzanares agreed in their respective TBA Agreements to not “reveal or disclose, sell, use, lecture upon, publish or otherwise disclose to any third party any Confidential Information” of TBA, “or authorize anyone else to do these things at any time during or subsequent to [their] employment with [TBA].” The TBA Agreements also provide that this provision “shall continue in full force and effect after the termination of [the] employment relationship with [TBA] for any reason.”

127. Pursuant to the TBA Agreement, Kent Underwood acknowledged he would have “access to confidential and/or proprietary” TBA information and agreed not to “divulge or utilize, in any manner at any time, except in connection with the performance of the Contracted Project, any such confidential or proprietary information.”

128. TBA has developed its Confidential Information through significant efforts and expense, and TBA’s Confidential Information is of value to TBA as a competitive advantage.

129. TBA employed reasonable efforts to maintain the secrecy of its Confidential Information, detailing explicit organizational policies covering the use of such

information and requiring Kent Underwood, Kevin Underwood, Kenyon and Manzanares to safeguard such information.

130. TBA's Confidential Information constitutes "Trade Secrets" as that term is defined by Tennessee's enactment of the Uniform Trade Secrets Act. T.C.A. § 47-25-1702(4).

131. Individually and collectively, Kevin Underwood, Kenyon, Manzanares and Kent Underwood, misappropriated TBA Confidential Information in furtherance of a plan to make use of TBA's unique and compelling method of doing business in order to solicit TBA's client relationships for their own benefit and for the benefit of LEO.

132. Individually and collectively, Kevin Underwood, Kenyon and Manzanares exploited their positions at TBA to misappropriate TBA Confidential Information and use it to solicit TBA clients for themselves and LEO.

133. Defendants have used "improper means" as that term is defined by T.C.A. § 47-25-1702(1) by, among other things, breaching or inducing breach of contractual duties to maintain secrecy or limit use.

134. Individually and collectively, Kent Underwood, Kevin Underwood, Kenyon and Manzanares through LEO have misused, and continue to misuse, TBA Confidential Information for the purpose of soliciting TBA clients, prospective clients and business relationships including, among others, Walmart, Software AG and State Farm.

135. As a result of the wrongful and continued misappropriation and use of TBA's Confidential Information by Kent Underwood, Kevin Underwood, Kenyon and Manzanares, TBA is entitled to an injunction under T.C.A. § 47-25-1703, damages under T.C.A. § 47-25-1704(a), exemplary damages under T.C.A. § 47-25-1704(b), and attorneys' fees under T.C.A. § 47-25-1705.

COUNT VI
(Unfair Competition)
(Against All Defendants)

136. TBA realleges and incorporates the allegations set forth in Paragraphs 1-135 above as if fully set forth herein.

137. Collectively and as agents of each other, all of the Defendants have engaged in unfair competition with TBA through a bad faith scheme designed to harm TBA.

138. Kent Underwood, Kevin Underwood, Kenyon and Manzanares had access to TBA's Confidential Information, which includes trade secrets and detailed information about customer preferences and work performed for customers.

139. Kent Underwood, Kevin Underwood, Kenyon and Manzanares were all contractually bound not to disclose any of TBA's Confidential Information, which includes TBA's trade secrets.

140. Kent Underwood, Kevin Underwood, Kenyon and Manzanares disclosed TBA's Confidential Information to LEO, Kevin Brewer and Cindy Brewer.

141. Collectively and individually Kent Underwood, Kevin Underwood, Kenyon and Manzanares have used TBA's Confidential Information for the express purpose of unfairly competing against TBA through the solicitation of TBA clients, prospective clients and business relationships.

142. LEO, Kent Underwood, Kevin Brewer and Cindy Brewer knowingly obtained customers through the unfair competition of its employees, Kevin Underwood, Kenyon and Manzanares.

143. Defendants have benefitted from the Confidential Information misappropriated from TBA in efforts to try and secure business from TBA clients, prospective clients and business relationships, even though Kevin Underwood, Kenyon, Manzanares and

Kent Underwood are expressly prohibited from engaging in such communications by their TBA Agreements.

144. As a direct result of Defendants' wrongdoing, TBA has been damaged and is entitled to recover full damages as well as punitive damages and attorneys' fees against all Defendants, jointly and severally, in an amount to be determined at trial.

COUNT VII
(Conversion)
(Against All Defendants)

145. TBA realleges and incorporates the allegations set forth in Paragraphs 1-144 above as if fully set forth herein.

146. Defendants, individually and collectively and/or as agents of each other, have intentionally and knowingly converted TBA's Confidential Information.

147. Pursuant to the TBA Agreements, Kenyon and Manzanares acknowledged that all such property they "develop[ed], work[ed] with, or learn[ed] of while employed by [TBA] . . . shall be the sole and exclusive property of [TBA] and [TBA] shall maintain all right, title and interest therein."

148. Kent Underwood acknowledged that TBA owns "all work property materials generated by and the rights resulting from the Contracted Project including, but not limited to, marketing and communications strategies, proposals and plans, techniques, methods, materials, copyright interests, masters, duplications, outtakes, concepts, proposals, photographs, video, film, source code, programming or intellectual property." Kent Underwood specifically agreed that he would not "show any property developed under this Agreement and owned by TBA or its clients, to any other company or prospective client of Contractor."

149. Defendants individually and collectively used various methods to knowingly convert TBA's Confidential Information.

150. Defendants also knowingly converted TBA's Confidential Information by removing TBA property from TBA offices and sharing TBA Confidential Information with LEO, Kent Underwood, Kevin Brewer and Cindy Brewer.

151. As a direct result of Defendants' actions, TBA has been damaged and is entitled to recover full damages as well as punitive damages and attorneys' fees against all Defendants, jointly and severally, in an amount to be determined at trial.

JURY DEMAND

152. TBA hereby demands Trial by Jury for all claims so triable.

REQUEST FOR RELIEF

153. TBA respectfully requests that this Court enter judgment in TBA's favor, granting the following relief against the Defendants:

- (a) a preliminary and permanent injunction restraining defendants Kent Underwood, Kevin Underwood, Kenyon and Manzanares from directly or indirectly soliciting or assisting others to solicit TBA's clients, customers or business relationships for the purpose of procuring business other than for TBA;
- (b) a preliminary and permanent injunction restraining defendants Kent Underwood, Kevin Underwood, Kenyon and Manzanares from directly or indirectly on their own behalf or on behalf of others soliciting, attempting to hire or hiring any person employed by TBA to work for LEO;
- (c) a preliminary and permanent injunction restraining defendants Kent Underwood, Kevin Underwood, Kenyon and Manzanares from using or disclosing any TBA proprietary or Confidential Information, as defined in their TBA Agreements, for the benefit of LEO or any other individual or entity;
- (d) a preliminary and permanent injunction requiring defendants Kent Underwood, Kevin Underwood, Kenyon and Manzanares to return to

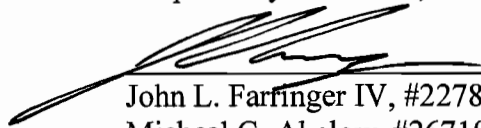
TBA any and all TBA Confidential Information and other property unlawfully in their possession, custody or control, including any and all copies thereof;

- (e) entering judgment in TBA's favor and awarding full damages to TBA in an amount to be determined at trial that factors in all interest, costs and expenses;
- (f) treble damages under T.C.A. § 47-25-1704(a) for misappropriation of trade secrets;
- (g) an appropriate award of exemplary or punitive damages pursuant to, among other things, T.C.A. § 47-25-1704(b);
- (h) awarding TBA its reasonable attorneys' fees and costs incurred in bringing and having to pursue this action pursuant to, among other things, the attorneys' fees provisions of the TBA Agreements and T.C.A. § 47-25-1705; and
- (i) such other and further relief as the Court may deem just and proper.

This is TBA's first application for extraordinary injunctive relief in this matter.

Dated: March 18, 2013

Respectfully submitted,



John L. Farringer IV, #22783
Michael G. Abelow, #26710
SHERRARD & ROE, PLC
150 3rd Avenue South, Suite 1100
Nashville, TN 37201
(615) 742-4200
jfarringer@sherrardroe.com
mabelow@sherrardroe.com

(motions for admission *pro hac vice* to be filed)
Jeffrey W. Pagano
Daniel D. Edelman
Honor Costello
CROWELL & MORING LLP
590 Madison Avenue
New York, NY 10022
(212) 223-4000

Attorneys for TBA Global, LLC