

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

ELLIOTT GREENLEAF PC

vs.

RAFAEL X ZAHRALDDIN-ARAVENA

NO. 2021-01427

NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

PRIF0034
R 10/11

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

ELLIOTT GREENLEAF PC

vs.

RAFAEL X ZAHRALDDIN-ARAVENA

NO. 2021-01427

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: MARK J SCHWEMLER, Esq., ID: 44544

Self-Represented (Pro Se) Litigant ☐

Class Action Suit

☐

Yes

☒

No

MDJ Appeal

☐

Yes

☒

No

Money Damages Requested ☒

Commencement of Action:

Complaint

Amount in Controversy:

More than \$50,000

Case Type and Code

Tort:

Intentional

Other:

Supreme Court of Pennsylvania

Court of Common Pleas

Civil Cover Sheet

MONTGOMERY

County

For Prothonotary Use Only:

Docket No:

FILE STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

ELLIOTT GREENLEAF, P.C.

Lead Defendant's Name:

RAFAEL X. ZAHRALEDDIN-ARAVENA, ET AL.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits
(check one)

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: MARK J. SCHWEMLER, ESQUIRE

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☒ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other

☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

ELLIOTT GREENLEAF, P.C.
BY: Mark J. Schwemler, Esq.(PA 44544)
Frederick P. Santarelli (PA 53901)
Colin J. O'Boyle, Esq. (PA 206742)
925 Harvest Drive, Suite 300
Blue Bell, PA 19422
(215) 977-1000 (Phone)
215-977-1099 (Fax)

Attorneys for Plaintiff

ELLIOTT GREENLEAF, P.C.	:	IN THE COURT OF COMMON PLEAS
925 Harvest Drive, Suite 300	:	MONTGOMERY COUNTY
Blue Bell, PA 19422,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No.
	:	
RAFAEL X. ZAHRALDDIN-ARAVENA,	:	
SHELLEY A. KINSELLA,	:	
ERIC M. SUTTY,	:	
JONATHAN M. STEMERMAN, AND	:	
MARYANN MILLIS	:	
Defendants.	:	

NOTICE TO DEFEND - CIVIL ACTION COMPLAINT

You have been sued in Court. If you wish to defend against the claim set forth in the following pages, you must take action within (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the plaintiff. You may lose money or property rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY COUNTY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA 19401
(610) 279-9660, EXTENSION 201

ELLIOTT GREENLEAF, P.C.
BY: Mark J. Schwemler, Esq.(PA 44544)
Frederick P. Santarelli (PA 53901)
Colin J. O'Boyle, Esq. (PA 206742)
925 Harvest Drive, Suite 300
Blue Bell, PA 19422
(215) 977-1000 (Phone)
215-977-1099 (Fax)

Attorneys for Plaintiff

ELLIOTT GREENLEAF, P.C.	:	IN THE COURT OF COMMON PLEAS
925 Harvest Drive, Suite 300	:	MONTGOMERY COUNTY
Blue Bell, PA 19422,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No.
	:	
RAFAEL X. ZAHRALDDIN-ARAVENA,	:	
SHELLEY A. KINSELLA,	:	
ERIC M. SUTTY,	:	
JONATHAN M. STEMERMAN, AND	:	
MARYANN MILLIS	:	
Defendants.	:	

CIVIL ACTION COMPLAINT

Plaintiff, Elliott Greenleaf, P.C., a law firm headquartered in Montgomery County, PA, hereby asserts claims against the Defendants, who are attorneys and a senior paralegal previously employed by it, for breaches of fiduciary duty, breaches of their duty of loyalty, and for conversion of its client files and property. As set forth below, while still employed by Plaintiff, Defendants secretly planned to join the law firm of Armstrong Teasdale, and for months before doing so, secretly converted Plaintiff's client files and work product, shredded and destroyed Plaintiff's client files and property, lied to Plaintiff about their intention to join the Armstrong Teasdale law firm, and all the while, actively attempted to delete and destroy evidence of this misconduct contained on Plaintiff's computer systems. The Defendants then, with the knowledge of the Armstrong Teasdale law firm, purposely afforded Plaintiff a wholly inadequate three (3) day advance notice of their mass resignations, in the middle of a

holiday season, effectively shutting down operation of Plaintiff's branch office in Wilmington, Delaware.

Defendants' misconduct is only now being uncovered by an ongoing effort at restoring emails and information that Defendants attempted to delete from the Plaintiff's computer systems, and by an analysis of data retained on computer hard drives utilized by the Defendants, which is being undertaken at great cost to Plaintiff.

Plaintiff requests an accounting of all records and data removed by Defendants from its offices and computer systems; the return of Plaintiff's property, records and data copied or removed by Defendants; damages in the form of disgorgement of wages paid to Defendants while they acted against Plaintiff's interests; for loss of significant business opportunities; and for costs incurred because of Defendants' intentional failure to conduct a proper and ethical transition to Armstrong Teasdale.

THE PARTIES

1. Plaintiff, Elliott Greenleaf, P.C. (hereinafter referred to as "the Firm"), is a law firm and a Pennsylvania professional corporation with a principal place of business at 925 Harvest Drive, Suite 300, Blue Bell, PA 19422. Up until at least December 31, 2020, all of the Defendants worked for this Pennsylvania law firm.

2. Defendant Rafael X. Zahralddin-Aravena ("Defendant Zahralddin"), is an individual and a resident of Delaware with an address of 601 Old Kennett Road, Wilmington, Delaware, 19807.

3. Defendant Zahralddin is an attorney licensed to practice law in Pennsylvania and Delaware. At all times material hereto and up until December 31, 2020, he was an employee of the Firm, a Shareholder in the Firm, and a member of the Firm's Board of Directors.

4. Defendant Shelley A. Kinsella ("Defendant Kinsella"), is an individual and resident of Delaware, with an address of 601 Old Kennett Road, Wilmington, Delaware, 19807. She is the wife of Defendant Zahralddin.

5. Defendant Kinsella is an attorney licensed to practice law in the State of Delaware. At all times material hereto and up until December 31, 2020, she was the Firm's Managing Shareholder of its Wilmington, Delaware Office ("the Wilmington Office").

6. Defendant Eric M. Suttly ("Defendant Suttly"), is an individual and a resident of the state of Delaware, with an address of 803 Cinnamon Drive, Hockessin, Delaware, 19707.

7. Defendant Suttly is an attorney licensed to practice law in the State of Delaware. At all times material hereto and up until December 31, 2020, he was an employee of the Firm, and a Shareholder in the Firm.

8. Defendant Jonathan M. Stemerman ("Defendant Stemerman"), is an individual and a resident of the Commonwealth of Pennsylvania, with an address of 664 Sligo Road, Avondale, PA 19311.

9. Defendant Stemerman is an attorney licensed to practice law in Delaware and in Pennsylvania. At all times material hereto and up until December 31, 2020, he was an employee of the Firm, and a Shareholder in the Firm.

10. Defendant Maryann Millis ("Defendant Millis"), is an individual and resident of Delaware, with an address of address of 27 North Avenue, Wilmington, Delaware, 19804.

11. At all times material hereto and up until January 4, 2021, Defendant Millis was an employee of the Firm, and worked as a paralegal out of the Firm's Wilmington Office.

12. All Defendants, as employees of the Firm until at least December 31, 2020, owed a fiduciary duty and a duty of loyalty to the Firm, to act in the Firm's best interests, and not act to harm it and its business interests.

JURISDICTION AND VENUE

13. Jurisdiction and venue are proper in Montgomery County, Pennsylvania because the Defendants purposely directed harm at the Firm in Montgomery County, Pennsylvania, and the Firm was damaged in Montgomery County, Pennsylvania.

14. Among the Firm records that Defendants improperly converted are those prepared and stored electronically in Montgomery County.

15. The Firm administered its Wilmington Office out of Montgomery County, Pennsylvania. By way of example, only, all billing for the Firm's Wilmington Office was done out of Montgomery County. Defendants' paychecks and benefits were all issued out of Montgomery County, as were all expenses paid at Defendants' request. The damages sought in this case involve payments made to Defendants, or on their behalf, out of Montgomery County.

FACTUAL BACKGROUND

16. The Firm has written policies concerning the use of its computer and email systems, and the use of the internet, that are distributed to all employees, who are required to execute a written acknowledgment of their review and receipt of those policies, and compliance with them.

17. Defendants Kinsella, Zahralddin, Suttty and Stemerman executed such written acknowledgments years ago. Defendant Millis also executed a written acknowledgment on April 16, 2019.

18. These Firm policies advised all Defendants that all data placed on the Firm's computer and email systems are the Firm's property, and they all acknowledged this.

19. These Firm policies also advised the Defendants that Firm computers and email systems should not be used for improper or unlawful purposes, and the Defendants agreed not to do so. Defendants also acknowledged that they should not send an email on the Firm's system that they would not want to be publicly seen.

20. These Firm policies also advised all of the Defendants that it would be a breach of security of the Firm's computer systems for them to bypass, in any manner, the protections afforded by the Firm's computer systems. These Firm policies also informed Defendants that it would be an improper breach of security to, for example, utilize cloud-based accounts for the transmission or storage of Firm files or data, without the Firm's express permission.

21. The Firm's policies also prohibit the use of any unauthorized hardware to access the Firm's data, and again, all of the Defendants acknowledged that, and agreed never to do so.

22. As set forth below, all of the Defendants violated these policies, by misappropriating Firm data and records, attempting to delete Firm data and records, misusing the Firm's computer and email systems, and utilizing unauthorized cloud-based accounts and hardware to convert Firm files.

23. Defendant Zahralddin was employed by the Firm since December 1, 2007. His wife, Defendant Kinsella, had been employed by the Firm since April 13, 2009. Defendant Suttty

was hired by the Firm on October 1, 2012. Defendant Stemerman was hired by the Firm on April 4, 2011, and Defendant Millis, a senior paralegal, was hired on April 15, 2019.

24. Defendant Zahralddin was the initial Managing Shareholder of the Wilmington Office. He was removed from that position after the Firm confirmed credible allegations that he created a hostile work environment. Defendant Kinsella requested to become Managing Shareholder of the Wilmington Office, in her words to “buffer him” (Defendant Zahralddin) from management responsibilities that triggered his outbursts.

25. Defendants’ primary legal services at the Wilmington Office related to bankruptcy matters. However, Defendants and other Firm attorneys also litigated matters in the Delaware Chancery Court. After Mark A. Kearney left the Firm to serve as a Judge on the United States District Court for the Eastern District of Pennsylvania, Defendant attorneys were the only attorneys in the Firm licensed to practice law in Delaware. Thus, to maintain an operating Wilmington Office, the Defendant attorneys’ presence there was necessary.

26. However, in October, 2020, Defendant Zahralddin and his wife, Defendant Kinsella, secretly decided to leave the employ of the Firm. Upon information and belief, at this time Defendant Suttty also decided to join them in departing the Firm. However, these Defendants did not disclose their plans to the Firm.

27. During late October, 2020, Defendant Zahralddin communicated with Attorney Richard Scheff and Attorney Richard Engel at the Armstrong Teasdale law firm, based in St. Louis, Missouri, about becoming employed at Armstrong Teasdale and establishing an office for that firm in Wilmington. Defendant Zahralddin did so utilizing the Firm’s email system. Attorney Engel is the chair of Armstrong Teasdale’s bankruptcy practice. Attorney Scheff is in charge of “strategic growth” for that law firm on the East Coast.

28. Before departing the Firm on December 31, 2020, Defendant Zahralddin “double-deleted” many communications on the Firm’s email system, in an attempt to conceal these communications with Armstrong Teasdale and destroy evidence of them. This involved Defendant Zahralddin deleting email communications from his active Firm email account, and then also deleting the contents of his “deleted email” folder on the Firm email system. After the Defendants left the Firm’s employ, the Firm was able to detect these efforts at permanently deleting emails using its computer back-up systems.

29. Upon information and belief, by the first week of November, 2020, Defendants Zahralddin, Kinsella, and Suttly, secretly planned to depart the employ of the Firm, and agreed to become employed at Armstrong Teasdale, but purposely did not disclose this to the Firm. Upon information and belief, by the first week of December, 2020, Defendant Stemerman also agreed to become employed at Armstrong Teasdale, and like the other Defendant attorneys, did not disclose that fact to the Firm.

30. Although having secretly decided to depart the Firm’s employ, Defendants Zahralddin and Kinsella nevertheless had the Firm expend at least \$8,000, in November of 2020, for business promotional purposes, marketing Defendant Zahralddin to potential clients.

31. If the Firm knew that Defendants were planning to depart the Firm, it would never have approved payment of these expenses. The Firm was misled into paying them to benefit Defendants once they became employed at Armstrong Teasdale.

32. As set forth below, beginning in November of 2020, while concealing their intentions to depart the Firm, the Defendants secretly copied and transferred out of the Firm certain client files, client correspondence, and Firm work product, converted other Firm records and property, destroyed and shredded Firm files, and deleted data from the Firm’s computer

system, to facilitate their migration to the Armstrong Teasdale firm, and to obstruct the Firm's ability to retain clients they had been servicing, once Defendants departed.

33. For example only, on November 6, 2020, Attorney Zahralddin, utilizing the Firm's email system, instructed a legal intern at the Firm's Wilmington Office to use the Firm's Westlaw account to download a large number of corporate template documents, and to save those records in a cloud-based Google Docs account controlled by him, that was independent of the Firm's computer systems. Thereafter, Defendant Zahralddin could access those records remotely, bypassing the Firm's computer systems.

34. Defendant Zahralddin secretly deposited these records in a cloud-based account to facilitate his transition to Armstrong Teasdale and the transition of all other Defendants acting in concert with him. Those records could then be referenced and utilized by the Defendants for the benefit of their new employer, Armstrong Teasdale. Prior to his departure from the employment of the Firm, Defendant Zahralddin double-deleted from his Firm email account these communications, in an effort to conceal his misconduct and breaches of fiduciary duty.

35. On November 10, 2020, Defendant Zahralddin secretly connected to his Firm desktop computer a USB device which he personally owned. He did so in an unauthorized manner. Upon information and belief, with this device he accessed and downloaded onto the device certain Firm client files and work product, to facilitate the Defendants' transition to new employment at Armstrong Teasdale.

36. On the same day, November 10, 2020, Defendant Zahralddin communicated directly with Attorney Scheff at Armstrong Teasdale, using the Firm's email system, concerning discussions he had with Attorney Scheff, Attorney David Braswell (Armstrong Teasdale's

managing partner) and other Armstrong Teasdale attorneys, about Defendants' employment at that law firm.

37. In this email exchange, Attorney Scheff told Defendant Zahralddin that Armstrong Teasdale would be reaching out directly to Defendants Kinsella and Suttly about their employment at Armstrong Teasdale. At the end of this exchange, Defendant Zahralddin faulted himself for utilizing his Firm email account for such communications, and assured Attorney Scheff that he would thereafter utilize his personal email account to secretly communicate about such matters.

38. Prior to abruptly departing from the Firm's employment, on only three (3) days' advance notice during the holidays, Defendant Zahralddin, on his behalf and on behalf of those acting in concert with him, double-deleted this email exchange in a further attempt to conceal these secret communications with Armstrong Teasdale, and to destroy the evidence of them.

39. On November 13, 2020, without the Firm's knowledge, the Defendants, acting together, secretly arranged for a document shredding service to shred and destroy 217 pounds of paper files in the Firm's Wilmington Office. The invoice for that work was left for the Firm to pay. If the Firm knew that the Defendants were planning to shred Firm files while they intended to depart the Firm late in December, the Firm would not have allowed this document destruction to occur.

40. Also on November 13, 2020, Defendant Zahralddin again secretly attached a USB device to his Firm-issued desktop computer, again in an unauthorized manner. Upon information and belief, he again accessed, and downloaded onto the device copies of certain Firm client files, to facilitate the transition of the Defendants to the employment of Armstrong Teasdale.

41. In mid-November, 2020, Defendant Zahralddin sent LinkedIn requests to various attorneys at Armstrong Teasdale, including Attorneys Braswell, Matt Reh, Robert Klahr, Carrie Sarhangi, Jennifer Byrne, and Jonathan Boughrum. Apparently, numerous attorneys at Armstrong Teasdale knew that the attorneys in the Wilmington Office were secretly leaving the Firm, long before Defendants told the Firm that they were leaving.

42. The LinkedIn requests were accepted. The actions by the Armstrong Teasdale attorneys in accepting those requests generated email notifications back to Defendant Zahralddin via the Firm's email system. Prior to departing his employment at the Firm, Defendant Zahralddin, on behalf of himself, and on behalf those acting in concert with him, again double-deleted these email notifications in an attempt to conceal these secret communications with the Armstrong Teasdale firm members, and to destroy evidence of those communications.

43. On December 1, 2020 the Firm held its annual meeting of Shareholders and its annual meeting of its Board of Directors, which was initiated out of the Firm's office in Montgomery County. Defendants Zahralddin, Kinsella, Suttty and Stemerman participated in both meetings, where Firm business, financial, client matters, and prospective business opportunities were discussed. They voted on various motions that were proposed.

44. During the December 1, 2020, Shareholders meeting, Defendant Zahralddin was re-elected as a member of the Board of Directors of the Firm. Defendant Kinsella rotated off of the Board of Directors, but remained a Shareholder and the Managing Shareholder of the Wilmington Office.

45. During the December 1, 2020 Shareholders meeting, Defendant Zahralddin discussed the legal services provided by the Wilmington Office. He enthusiastically represented to his fellow Shareholders that given the economic climate with the pandemic, prospects for

bankruptcy-related legal work were extremely promising, and that the Firm could expect an “avalanche” of bankruptcy filings and restructuring opportunities in the first quarter of 2021, that would generate substantial business and professional opportunities for the Firm.

46. At no time during the December 1, 2020 Shareholders’ meeting or the Board of Directors’ meeting did any of the Defendants attending those meetings disclose that they had secretly planned to depart the Firm at the end of the month. In fact, they actively concealed their intentions and actively misled their fellow Shareholders and the Firm by their representations.

47. On December 11, 2020, without the Firm’s knowledge, the Defendants shredded and destroyed another 288 pounds of paper files from the Firm’s Wilmington Office. The invoice for that work was left for the Firm to pay. If the Firm had known that the Defendants were planning to shred Firm files while they intended to depart the employment of the Firm nearly three (3) weeks later, it would not have allowed this document destruction to occur.

48. During the month of December, 2020, Attorney Zahralddin repeatedly accessed the Firm’s email system and forwarded to his personal icloud account emails and files relating to work performed for Firm clients. He did so without the Firm’s knowledge or consent. Certainly, if the Firm knew that the Defendants were departing the employment of the Firm at the end of December, 2020, it would have stopped this misconduct and breaches of fiduciary duty.

49. Prior to departing the Firm’s employment with just three (3) days’ advance notice during the holidays, Defendant Zahralddin, on behalf of himself and those acting in concert with him, double-deleted the emails reflecting this forwarding of Firm files to his icloud account in an attempt to further conceal this misconduct and to destroy evidence of it.

50. Without the Firm's knowledge or permission, and while Defendants were still concealing their plan to leave the Firm, in December of 2020 Defendant Suttly also began transferring, to a personal gmail account, a substantial amount of pleadings, correspondence, and Court records relating to Firm clients, as well as confidential internal Firm records, such as client opening forms and conflict checks. He appears to have created this gmail account, using his Firm computer, on October 29, 2020.

51. Defendant Suttly sent these records to himself on his personal gmail account, bypassing the Firm's computer systems, so that he could prepare to continue working for Firm clients as soon as he joined Armstrong Teasdale.

52. In this timeframe, another tactic used by Defendant Suttly to secretly divert Firm client files via his personal gmail account, was to "bcc" his personal email account on his communications about client matters sent via his Firm email account, so that his diversion of copies of such communications to his personal account would not be readily apparent.

53. In pending bankruptcy proceedings in which the Defendants were performing work for Firm clients, they received notifications of filings and Court Orders via the Court's PACER system, which notifications were sent to the Defendants' Firm email addresses.

54. However, on or about December 23, 2020, without the Firm's knowledge or consent, all of the Defendants had their personal email addresses added to the Courts' filing notification system, on all active cases they were working on. This was done to ensure that the Defendants would continue to receive notifications of Court filings as they secretly planned on departing the employment of the Firm, effectively building files on Firm clients, independent of the Firm's computer systems. This was also another tactic undertaken by Defendants to obstruct

any effort by the Firm to retain Firm clients upon the Defendants giving inadequate advance notice to the Firm that they were resigning.

55. Prior to departing the Firm's employment on December 31, 2020, some or all of the Defendants double-deleted from the Firm email system notifications from Courts which evidence their personal email accounts being added to Court records. This was done to conceal this misconduct, and to destroy the evidence of it.

56. On Saturday, December 26, 2020, Defendant Zahralddin again routed to his personal icloud account various pleadings and Court notifications relating to Firm clients. As before, these Firm client records were transferred from Defendant Zahralddin's Firm email account. Prior to his departure from the Firm on December 31, 2020, Defendant Zahralddin double-deleted this email traffic reflecting this diversion of Firm files, in an effort to conceal his misconduct, breaches of fiduciary duty, and to destroy the evidence of his on-going misconduct.

57. Prior to December 26, 2020, the Defendants secretly arranged to have much of the Firm's contents of the Wilmington Office, such as furniture, books, and many other items, moved and placed into storage.

58. On Saturday, December 26, 2020, the Defendants secretly had much of the contents of the Wilmington Office removed and placed into storage. The cost of this was paid by Defendants Zahralddin and Kinsella via a personal check.

59. A copy of the check for these moving and storage expenses was quickly sent by Defendant Zahralddin to Jackie McGill at Armstrong Teasdale so that these expenses could be reimbursed. Defendant Zahralddin used his personal icloud account to send a copy of the check to Armstrong Teasdale. Defendant Zahralddin copied his wife on that transmission, but used her

Firm email address. Defendant Kinsella, before her departure from the Firm on December 31, 2020, attempted to conceal this activity and destroy evidence of it by double-deleting that email.

60. The Firm has never been provided an inventory of what the Defendants removed from the Wilmington Office. Upon information and belief some items belonging to the Firm were removed by Defendants that day.

61. Late in November of 2020, Defendant Zahralddin, at the Firm's expense, had a paralegal prepare an extensive summary of certain "open items" with numerous letters and materials attached to it. On December 27, 2020, Defendant Zahralddin accessed that work product, which had been sent to him on the Firm's email system, and transferred those records to his personal icloud account. The Firm was unaware of this activity. Defendant Zahralddin attempted to conceal this activity, and attempted to destroy the evidence of it, by double-deleting this email transmission.

62. On the morning of Monday, December 28, 2020, just after the Christmas holiday and shortly before the New Years holiday, Defendants Zahralddin, Kinsella, Suttly, and Stemerman submitted, via email, their notices of their resignation from the Firm, effective December 31, 2020. These resignations came as a complete surprise to the Firm. The resignation of all of the lawyers in the Wilmington Office, with just a few days advance notice in the middle of a holiday season, would render the Firm's Wilmington Office inoperable after the end of the year.

63. Defendants purposely delayed informing the Firm of their intent to accept employment at Armstrong Teasdale, and purposely gave inadequate advance notice of their departure, to prejudice and harm the Firm's business interests and the opportunities that Defendants had all bullishly represented to the Firm at the December shareholders meeting, and

to minimize the chances that Firm clients would not migrate to the Armstrong Teasdale law firm. Defendants did not want the Firm to have time to staff the Wilmington Office with other lawyers admitted to practice in Delaware.

64. On December 29, 2020, the Defendants had a large, additional amount of shredded Firm files removed from the Wilmington Office by a document destruction company. The Firm was unaware that, even after submitting their resignations, the Defendants continued to destroy Firm files. As before, the invoice for this service was left for the Firm to pay.

65. Defendant Stemerman used a Firm-issued laptop computer, through which he remotely accessed his Firm desktop computer and Firm client files.

66. On December 29, 2020, Defendant Stemerman inserted into the laptop computer a USB device which he personally owned. Upon information and belief, he copied on to that USB device Firm property, including client files and work product, in an unauthorized manner.

67. As soon as it received the Defendants' resignations on December 28, the Firm demanded a meeting with them at the Wilmington Office. This meeting occurred between Firm representatives and the Defendants on December 30, 2020. Defendant Millis was not in the Wilmington Office that day, purportedly because she had been allowed by the other Defendants to work from home.

68. Upon arriving at the Firm's Wilmington Office, the Firm representatives were surprised to find that the offices had been emptied of a significant amount of furniture, furnishings and records.

69. When a lawyer departs a law firm, and desires to transition clients to a new firm, the proper and ethical thing to do is to afford the lawyer's current firm enough advance notice of the departure, so that clients can be notified in advance of the lawyer's departure, and so that the

clients have the time to make an informed decision as to whether to remain represented by the existing law firm, or to migrate to a new law firm with the departing lawyer. This should be done in a jointly approved communication sent to the client. Defendants' misconduct and their purposely abrupt notifications of their December 28, 2020 resignations, made complying with this ethically required process impossible.

70. Defendants purposeful failure to provide sufficient advance notice of their departure from the Firm also had the intended effect of causing disruption in the Firm's business operations, and a loss of business.

71. At the December 30, 2020 meeting, Defendants Zahralddin and Kinsella told Firm representatives that they had already unilaterally reached out to some Firm clients to advise them that they were leaving the Firm to become employed at Armstrong Teasdale. Rather than a joint communication to Firm clients as to their departure from the Firm, the Defendants did so unilaterally and without the Firm's knowledge, to encourage Firm clients to be represented by Armstrong Teasdale, without any input from the Firm.

72. At this December 30, 2020 meeting, Defendants Zahralddin and Kinsella informed Firm representatives that Armstrong Teasdale knew that the Defendant attorneys were not going to give notice of their resignations to the Firm until December 28, 2020, effectively providing only three (3) days advance notice of their departure from the Firm, in the midst of the holiday season.

73. Defendants Zahralddin, Kinsella, Suttly, and Stemerman were all asked at the December 30, 2020 meeting whether they had copied or removed any Firm property, data, client files, or client correspondence from the Firm's computers or email systems. Each denied having done so. They lied, as confirmed by a later review of the contents of restored emails that the

Defendants attempted to permanently delete, and by the contents of data residing on the Firm-issued computers used by these Defendants.

74. At this December 30, 2020 meeting, Firm representatives pointed out to each Defendant that no jointly approved notification had been sent out to Firm clients concerning Defendants' departure from the Firm, as ethically required.

75. On the afternoon of December 30, 2020, Attorney Scheff from the Armstrong Teasdale law firm emailed to Defendant Zahralddin samples of the type of joint notification letters that should be sent to clients upon an attorney's departure from a law firm to join another firm.

76. The sample notification letter appears to be one utilized by Armstrong Teasdale when it hired lawyers previously employed at the Montgomery McCracken law firm. In this sample letter, an existing client was given ample advance notice of the impending departure of the attorney, reflecting the proper and ethical manner of doing so, which the Defendants did not adhere to concerning their abrupt departure from the Firm on three days' notice during the Christmas holiday season.

77. Because of Defendants' misconduct and concealment, jointly approved notification letters to many Firm clients were not issued until December 31, 2020, essentially affording no proper advance notice to those Firm clients of the Defendants' departure to a new law firm. Other Firm clients were not issued joint notification letters until after the Defendants became employed at Armstrong Teasdale.

78. At the December 30, 2020 meeting, the Defendant attorneys were also asked whether they had provided client lists or firm financial information about revenue to Armstrong Teasdale. Each Defendant attorney denied doing so.

79. The Firm believes these were also lies. Upon information and belief, each Defendant attorney had provided to Armstrong Teasdale, well before December 30, extensive information about Firm clients, billable hours, and revenue received from Firm clients.

80. At the December 30, 2020 meeting, Defendants Zahralddin and Kinsella were also repeatedly asked whether Defendant Millis intended to join them at Armstrong Teasdale. Defendant Kinsella lied, stating that she did not know what Defendant Millis' intentions were. Defendant Kinsella, and other Defendants, knew Defendant Millis had sought employment at Armstrong Teasdale and would be hired at that law firm.

81. In fact, while working from home on December 30, 2020 Defendant Millis, at the direction of the other Defendants, was secretly accessing the Firm's computer systems remotely, reviewing many Firm client files and Firm work product, and emailing the records from her Firm email account, to her personal email account, for use later at Armstrong Teasdale.

82. Defendant Millis, as instructed by the other Defendants, attempted to conceal this unlawful activity by double-deleting the emails that she sent from her Firm email account.

83. Defendants concealed and misrepresented Defendant Millis' employment plans, so that she could continue to secretly access the Firm's computer systems, and convert the Firm's property for their benefit.

84. During the December 30, 2020 meeting at the Wilmington Office, the Firm representatives reminded all of the Defendants not to remove any information from the Firm's computer systems. All of them agreed not to do so. They lied in this respect as well.

85. Upon information and belief, the Defendants continued to do exactly that, including by having Firm files, information, correspondence, work product and data transmitted into cloud-based accounts.

86. On December 31, 2020, Defendant Zahralddin continued to forward contents of Firm emails to his personal icloud account, and then double-delete the Firm emails of that activity, in a continued attempt to conceal and to destroy evidence of what he was doing.

87. Defendant Zahralddin spent his final day at the Firm searching through Firm emails for internal communications among Firm personnel that might be of use to him later. He then transmitted copies of those emails to his personal icloud account, and then double-deleted the messages of him having done so, in the hope of permanently deleting this evidence.

88. Based on data forensically retrieved from their Firm-issued computers, it appears that the Defendants made extensive, unauthorized use of cloud-based document storage accounts, even up to December 31, 2020. Upon information and belief, some or all of the Defendants transmitted Firm files to cloud-based accounts, and stored the Firm's property on them without the Firm's permission.

89. On Defendant Zahralddin's Firm-issued desktop computer, numerous interactions appear with "Google Drive", up to December 31, 2020. The Firm has also found that Defendant Zahralddin secretly implanted Dropbox software on his computer to which Firm files can be deposited, and retrieved from remote locations. It appears that this Defendant also interacted with "Box" and "One Drive" cloud-based accounts, into which Firm files can also be deposited to be accessed from remote locations. The Firm does not yet know the full extent of its stolen records and data that reside in such accounts.

90. Likewise, data remaining on Defendant Suttty's Firm-issued desktop computer shows numerous accesses to "Google Drive" on December 30 and 31, 2020, while at the same time, files relating to Firm information and clients were being accessed by him, even though Defendant Suttty recorded no billable time on those days. The data also confirms repeated use of

Defendant Suttty's personal gmail account on the Firm computer, on those same days. The Firm believes that its files and work product were transmitted to the Google cloud-based account, and/or transmitted to Defendant Suttty's private email account.

91. As with Defendant Zahralddin, Defendant Suttty also appears to have maintained a Box account and to have accessed it on his Firm-issued computer, indicating that Firm information, records and data may have been transmitted to another cloud-based account, to be accessed from remote locations.

92. Defendant Stemerman also accessed cloud-based accounts on his Firm-issued computers, suggesting that Firm files and/or work product were stored on such accounts, which he could access remotely. For example, data remaining on his Firm-issued computers reflect his accessing and use of Google Drive and Box in this manner.

93. None of these Defendants were authorized to use cloud-based accounts for Firm business, or to remove or copy Firm information and property in such a manner.

94. As the Managing Shareholder of the Firm's Wilmington Office, and as a Director of the Firm at least until December 1, 2020. Defendant Kinsella had a heightened awareness of her fiduciary duties to be truthful with the Firm, including to disclose to the Firm, as early as possible, the Defendants' intentions to depart the Firm, so that the Firm had the opportunity to hire personnel to allow the Wilmington Office to remain operable, and to minimize the damage caused to it. Her failure to do so was an egregious breach of her fiduciary duties to the Firm. Instead, she actively misled the Firm, and she actively participated in the conversion of the Firm's property.

95. For years, Defendants Zahralddin and Kinsella had represented Defendant Kinsella as a highly experienced litigator, but the Firm now knows that it was affirmatively misled in that respect, as well.

96. In November 2020, the Firm saw that Defendant Kinsella was writing off her time from a client's bill in connection with a deposition. When the Firm questioned Defendant Kinsella why she was writing off her own time, she responded in writing that she had never previously taken a deposition, and that she attended the deposition being conducted by Defendant Stemerman as a "training session", just to learn how it was done.

97. In addition to all of the affirmative misrepresentations, concealments and unethical misconduct surrounding the Defendants' hiring by the Armstrong Teasdale firm, the Firm only belatedly learned that it had been misled about Defendant Kinsella's experience and background. And, unbeknownst to the Firm, it was footing the bill to "train" Defendant Kinsella for employment at Armstrong Teasdale.

98. Defendants Zahralddin, Kinsella, Suttty and Stemerman, acting in concert, repeatedly breached their fiduciary duties and duty of loyalty to the Firm, by converting and also destroying Firm property, files and work product, causing loss of business opportunities to the Firm, intentionally misleading the Firm as to their intention as to continuing employment, and purposely providing the Firm with inadequate advance notice of their departure.

99. Defendant Millis was complicit in the misconduct of the Defendant attorneys. Upon information and belief, and based upon information forensically retrieved from her Firm desktop computer and from her restored email account, she knew that the Defendants intended to depart the Firm and did not alert the Firm to that fact. Instead, she secretly assisted Defendants in the deletion of information on the Firm's computer system; participated in the conversion of

Firm files and property; and performed work for the benefit of Defendants' employment at the Armstrong Teasdale firm, while she was still employed at the Firm. She lied in her statements to the Firm about her intended employment at Armstrong Teasdale.

100. As noted above, Defendant Millis secretly accessed Firm client files, and forwarded them to her personal email account, in an unauthorized and unlawful manner.

101. As noted above, the Defendants secretly removed much of the contents of the Wilmington Office on Saturday, December 26, 2020. Based on the contents of building entry log information, Defendant Millis was present and assisted in that misconduct, and never alerted the Firm to this misconduct.

102. Defendant Kinsella was also present when the Defendants, including Defendant Millis, moved contents out of the Firm's Wilmington Office on December 26, 2020. However, days later she denied knowing whether Defendant Millis intended to go work at Armstrong Teasdale.

103. Defendant Millis was among those Defendants who attempted to conceal, by double-deleting emails, the fact that Defendants had inserted their personal email accounts into the Court records of Firm clients before the Firm ever knew that the Defendants had accepted employment at Armstrong Teasdale.

104. Information retrieved from Defendant Millis' Firm-issued desktop computer suggests that she secretly rendered substantial other assistance to the Defendants in their efforts to copy and transfer Firm client files, before and even after the Firm knew that the Defendant attorneys had accepted employment at Armstrong Teasdale.

105. For example, on December 21, 2020, data retrieved from Defendant Millis' Firm-issued desktop computer suggests that she downloaded or attempted to download contents of

docket entries in matters relating to certain Firm clients, on a day when she recorded only .4 of an hour of total time, for work done in connection with a different Firm client. Upon information and belief, Defendant Millis was spending her time not for the Firm's benefit, but to further the misconduct of the other Defendants.

106. By way of further example, on December 26, 2020, information retrieved from Defendant Millis' Firm-issued desktop computer suggests that she was downloading, or attempted to download, Court filings or Orders relating to a Firm client, on a day where she recorded no time. Upon information and belief, Defendant Millis spent time that day not for the Firm's benefit, but to further the misconduct of the other Defendants.

107. By way of further example, on Saturday, December 29, 2020, information retrieved from Defendant Millis' Firm-issued desktop computer suggests that she was accessing and downloading, or attempted to download, filings in Firm client cases on a day that she recorded no time for work on Firm clients, listing on her timesheets only "comp time". On information and belief, Defendant Millis' efforts on that day were to further the misconduct of the Defendants.

108. In an email exchange on December 31, 2020, Defendant Millis was specifically asked by the Firm what her intentions were with regard to future employment with the Firm. On that same day, Defendant Millis claimed to have no offer of employment at Armstrong Teasdale and also represented that Defendant Kinsella did not know what Defendant Millis' intentions were in that regard. Both of those statements were evasive and false.

109. In fact, email exchanges on December 27, 2020 reflect that Defendant Kinsella and Defendant Millis had gathered information from Firm client files to take with them to Armstrong Teasdale, expressly because they would be using the documents to prepare pleadings

the following week, after December 31, 2020, at the Armstrong Teasdale firm. Defendant Kinsella and Defendant Millis attempted to double-delete these email exchanges, in an effort to conceal evidence of this misconduct.

110. Defendant Millis accepted employment at the Armstrong Teasdale law firm effective January 1, 2021. The Firm learned this from emails that have been restored after her attempt at permanently deleting them.

111. On Saturday, January 2, 2021, Defendant Millis entered the Firm's Wilmington Office, despite the fact that she had already secretly accepted employment elsewhere, and in an unauthorized manner utilized the Firm's equipment to copy and transmit records relating to her hiring by the Armstrong Teasdale firm. Defendant Millis scanned a copy of her employment agreement, an authorization for direct deposit, a copy of her passport, and other records that she needed for Armstrong Teasdale to process her as a new employee effective January 1, 2021.

112. Defendant Millis sent the scanned documents to her Firm email address. From her Firm-issued desktop computer, she then forwarded the records to her personal gmail account, at 10:46 a.m. on January 2, 2021. Defendant Millis then double-deleted that email, in an attempt to conceal what she had been doing and to destroy evidence of it.

113. Nevertheless, even after January 2, 2021, Defendant Millis continued to access the Firm's computer systems, while concealing the fact that she had accepted employment at Armstrong Teasdale, effective January 1. The other Defendants used her to access the Firm's computer system on January 4, 2021, in the morning and the afternoon, to, for example, make changes to account settings in federal court systems to ensure that the other Defendants, then actively working for Armstrong Teasdale, could smoothly transition into their new jobs.

114. The Firm's Wilmington Office utilized a service known as "File & Serve Xpress" that enabled lawyers to electronically file submissions to courts in Delaware. Also on the afternoon of January 4, 2021, Defendant Millis accessed the Firm's computer system in an unauthorized and secret manner, and altered password settings to that File & Serve Xpress account. Defendant Millis hijacked the account and placed it in the name of Armstrong Teasdale, instead of the Firm's.

115. It was not until later on Monday, January 4, 2021 at 6:31 p.m. that Defendant Millis abruptly informed the Firm that she was resigning from the Firm "effective immediately". That notification came with a demand for payment of allegedly outstanding wages, which it is now known to include the period of time that Defendant Millis was assisting the other Defendants in secretly and improperly removing the Firm's property, transmitting Firm files to her personal email accounts in an unauthorized manner, and deleting the Firm's information and property from its computer systems.

116. Compounding the egregious misconduct of the Defendants is the fact that they abruptly departed the Firm, as the Firm was experiencing and continues to experience significant problems in collecting from certain of Defendants' clients, over a million dollars in fees and expenses.

117. In addition to converting and destroying Firm files and property and rendering its Wilmington Office inoperable, Defendants' abrupt departure, on only three (3) days' advance notice during the holiday season, was intended to saddle the Firm with these additional unpaid fees and costs.

118. After the Defendants vacated the Wilmington Office, the Firm began to review certain records maintained by that office, including records relating to the use of the Wilmington

Office's IOLTA account. Defendants' use of that account suggests further breaches of fiduciary and ethical duties that require additional investigation.

119. It appears, for example, that during 2020 Defendant Zahralddin issued checks out of the IOLTA account directly to his son, and to a person who appears to be a friend of his son, in the amounts of \$600.00, each. Also during 2020, it appears that Defendant Kinsella issued a check out of the IOLTA account directly to Defendant Sutti, for \$995.00.

120. These are not proper disbursements from an IOLTA account, and the Firm continues to review and investigate the use of that account by Defendants.

COUNT I
For Breach of Fiduciary Duty Against
Defendants Zahralddin, Kinsella, Sutti and Stemerman

121. The foregoing allegations are incorporated as if fully set forth herein.

122. Defendants Zahralddin, Kinsella, Sutti and Stemerman, as agents of the Firm, each had a confidential relationship with the Firm and owed a fiduciary duty to the Firm. These fiduciary duties arise out of their employment by the Firm, and their status as Shareholders of the Firm, and/or their status as members of the Firm Board of Directors.

123. In bad faith, the Defendants intentionally acted adversely to the Firm's interests, and acted in a manner that conflicted with their proper roles in the Firm.

124. The misconduct of the Defendants detailed herein constitute egregious and intentional breaches of their fiduciary duties to the Firm. Defendants' actions were intentional, reckless, willful, wanton, and outrageous.

Wherefore, the Firm seeks judgment in its favor and against all Defendants, jointly and severally, and damages for economic losses being suffered by the Firm; disgorgement of the costs of wages and benefits paid to each Defendant while they were acting against the interests of

the Firm; repayment of expenses paid on the Defendants' behalf while they were acting against the Firm's interests; the return of all the Firm's property copied or removed by Defendants; disgorgement of and payment to the Firm of any profits earned by Defendants off of stolen Firm files; punitive damages; all other direct and consequential damages, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

COUNT II
For Aiding And Abetting Against All Defendants

125. The foregoing allegations are incorporated as if fully set forth herein.

126. As set forth above, Defendants Zahralddin, Kinsella, Suttty and Stemerman had fiduciary duties to the Firm.

127. As set forth above, each of those Defendants breached their fiduciary duty to the Firm.

128. Each Defendant knowingly participated in, provided substantial assistance to and encouragement for, and aided and abetted the breaches of fiduciary duties. Each Defendant's misconduct in that regard was intentional, reckless, willful, wanton, and outrageous.

129. As a direct and proximate result of each Defendant aiding and abetting such breaches of fiduciary duty, the Firm has suffered extensive damages and harm.

Wherefore, the Firm seeks judgment in its favor and against all Defendants, jointly and severally, and damages for economic losses being suffered by the Firm; disgorgement of the costs of wages and benefits paid to each Defendant while they were acting against the interests of the Firm; repayment of expenses paid on the Defendants' behalf while they were acting against the Firm's interests; the return of all the Firm's property copied or removed by Defendants; disgorgement of and payment to the Firm of any profits earned by Defendants off of stolen Firm

files; punitive damages; all other direct and consequential damages, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

COUNT III
For Breach of Duty of Loyalty Against All Defendants

130. The foregoing allegations are incorporated as if fully set forth herein.

131. Each Defendant while an employee, Shareholder and/or Director of the Firm, was an agent of the Firm and had a duty to act with the utmost good faith in furthering and advancing the interests of the Firm.

132. The Defendants' misconduct in misappropriating Firm information, files and records, destroying Firm files and deleting emails from the Firm's computer system, misrepresenting their intentions as to employment elsewhere, purposely providing inadequate advance notice to the Firm of their departure, and failing to conduct a proper transition as to Firm clients, constitute a breach of their duty of loyalty to the Firm.

133. The Defendants were free to seek employment, but not in a manner intended to cause severe harm to the Firm, as they inflicted here.

134. Defendants' misconduct was intentional, willful, wanton, reckless and outrageous.

135. As a direct and proximate result of Defendants' misconduct, the Firm has suffered and continues to suffer harm.

Wherefore, the Firm seeks judgment in its favor and against all Defendants, jointly and severally, and damages for economic losses being suffered by the Firm; disgorgement of the costs of wages and benefits paid to each Defendant while they were acting against the interests of the Firm; repayment of expenses paid on the Defendants' behalf while they were acting against the Firm's interests; the return of all the Firm's property copied or removed by Defendants; disgorgement of and payment to the Firm of any profits earned by Defendants off of stolen Firm

files; punitive damages; all other direct and consequential damages, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

COUNT IV
For Conversion Against All Defendants

136. The foregoing allegations are incorporated as if fully set forth herein.

137. As set forth above, Defendants surreptitiously misappropriated or otherwise denied the Firm its right of property, and/or use and possession of Firm files, records and other property.

138. Defendants did so without the Firm's consent and without lawful justification. Defendants' misconduct was intentional, willful, wanton, reckless and outrageous.

139. As a direct and proximate result of Defendants' misconduct, the Firm has suffered and continues to suffer harm.

Wherefore, the Firm seeks judgment in its favor and against all Defendants, jointly and severally, and damages for economic losses being suffered by the Firm; disgorgement of the costs of wages and benefits paid to each Defendant while they were acting against the interests of the Firm; repayment of expenses paid on the Defendants' behalf while they were acting against the Firm's interests; the return of all the Firm's property copied or removed by Defendants; disgorgement of and payment to the Firm of any profits earned by Defendants off of stolen Firm files; punitive damages; all other direct and consequential damages, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

COUNT V
For Conspiracy Against All Defendants

140. The foregoing allegations are incorporated as if fully set forth herein.

141. As set forth above, each of the Defendants committed breaches of fiduciary duty, breaches of the duty of loyalty, and conversions, all of which directly and proximately caused and continue to cause harm to the Firm.

142. In doing so, each of the Defendants knowingly acted in furtherance of a conspiracy and agreement between the Defendants to engage in such tortious conduct to harm the Firm. Defendants' misconduct was intentional, willful, wanton, reckless and outrageous.

143. As a direct and proximate result of Defendants' misconduct, the Firm has suffered and continues to suffer harm.

Wherefore, the Firm seeks judgment in its favor and against all Defendants, jointly and severally, and damages for economic losses being suffered by the Firm; disgorgement of the costs of wages and benefits paid to each Defendant while they were acting against the interests of the Firm; repayment of expenses paid on the Defendants' behalf while they were acting against the Firm's interests; the return of all the Firm's property copied or removed by Defendants; disgorgement of and payment to the Firm of any profits earned by Defendants off of stolen Firm files; punitive damages; all other direct and consequential damages, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

COUNT VI
For An Accounting Against All Defendants

144. The foregoing allegations are incorporated as if fully set forth herein.

145. Defendants, as agents of the Firm, each had a confidential relationship with the Firm and owed a fiduciary duty to the Firm and/or a duty of loyalty. These duties arise out of their employment by the Firm, and/or their status as Shareholders of the Firm, and/or their status as members of the Firm Board of Directors.

146. As set forth above, Defendants engaged in or aided and abetted misrepresentations and breaches of fiduciary duties toward the Firm, including as to the accounts of the Firm.

147. The Firm does not have an adequate remedy at law for the harm caused to the Firm by Defendants' misconduct.

148. Moreover, as a result of Defendants' surreptitious misappropriation of Firm files and records, Defendants have improperly attempted to conceal the full extent of their wrongdoing and the harm Defendants have caused and continue to cause to the Firm.

Wherefore, the Firm seeks an equitable accounting of the records, data and files removed by Defendants from the Firm's offices or computer systems, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

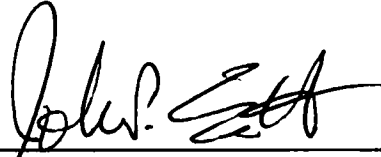
OF COUNSEL:
ELLIOTT GREENLEAF P.C.


MARK J. SCHWEMLER
FREDERICK P. SANTARELLI
COLIN J. O'BOYLE
925 HARVEST DRIVE, SUITE 300
BLUE BELL, PA 19002
215-977-1000
Counsel for Plaintiff

Dated: February 5, 2021

VERIFICATION

I, John P. Elliott, verify that I am authorized to make this verification on behalf of Plaintiff Elliott Greenleaf, P.C., and that the statements made in the foregoing complaint are true and correct to the best of my knowledge, information and belief. I understand that the statements made therein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



JOHN P. ELLIOTT

Date: February 5, 2021