

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

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**TECHNOLOGY ASSOCIATION OF  
AMERICA, INC.**

601 Pennsylvania Avenue, N.W.,  
North Building, Suite 600  
Washington, D.C. 20004

**Plaintiff,**

v.

**INFORMATION TECHNOLOGY  
INDUSTRY COUNCIL, INC.,**

1101 K Street, N.W., Suite 610  
Washington, D.C. 20005

**ALLEN R. HODGKINS III,**

9106 Volunteer Drive  
Alexandria, Virginia 22309

**PAMELA RICHARDSON WALKER,**

8275 Arrowleaf Turn  
Gainsville, Virginia 20155

and

**CAROL E. HENTON,**

101 Avila Road  
San Mateo, California 94402

**Defendants.**

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**Case No. 2013 CA 007598 B**

**Judge John M. Mott, Cal. 2**

**Next Event: Initial Conference on  
February 7, 2014**

**FIRST AMENDED COMPLAINT**

Plaintiff Technology Association of America, Inc. (“TechAmerica” or “Plaintiff”), through counsel, submits this First Amended Complaint against Defendants Allen R. “Trey” Hodgkins III, Pamela Richardson Walker, and Carol E. Henton (the “Individual Defendants”) and Defendant Information Technology Industry Council, Inc. (“ITI”), and states as follows:

## **PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is a Virginia non-profit association with its principal place of business located at 601 Pennsylvania Avenue, N.W., North Building, Suite 600, Washington, D.C. 20004.

2. ITI is a Delaware corporation with its principal place of business at 1101 K Street N.W., Suite 610, Washington, D.C. 20005.

3. Defendant Allen R. Hodgkins III is the former Senior Vice President, Global Public Sector, for TechAmerica. Upon information and belief, he is currently employed in a substantially similar capacity as Senior Vice President, Public Sector, for ITI and resides at 9106 Volunteer Drive, Alexandria, Virginia 22309.

4. Defendant Pamela Richardson Walker is the former Senior Director, Homeland Security, for TechAmerica. Upon information and belief, she is currently employed in a substantially similar capacity as Senior Director, Homeland Security, for ITI and resides at 8275 Arrowleaf Turn, Gainesville, Virginia 20155.

5. Defendant Carol E. Henton is the former Vice President for State & Local Government, Global Public Sector, for TechAmerica. Upon information and belief, she is currently employed in a substantially similar capacity as Vice President for State, Local & Education, Public Sector, for ITI and resides at 101 Avila Road, San Mateo, California 94402.

6. The Court has jurisdiction over this action pursuant to D.C. Code § 11-921.

7. Venue is proper in this Court because a substantial portion of the events or omissions giving rise to this claim occurred in the District of Columbia.

## **FACTUAL BACKGROUND**

8. TechAmerica is a trade association for the information and communications technology industry. Its membership consists of technology companies of all sizes who create a

variety of products and deliver a variety of services in both the public and private sectors. These members pay annual dues to TechAmerica.

9. The largest segment of TechAmerica's activities on behalf of its members consists of assisting with federal and state government procurement of technology ("Public Sector Services"). The Individual Defendants previously worked for TechAmerica in the Public Sector Services segment.

10. ITI is a competing trade association for the technology industry. Unlike TechAmerica, however, it had not offered its members Public Sector Services prior to the unlawful actions alleged in this First Amended Complaint.

**The Individual Defendants Agreed to Protect TechAmerica's Confidential Information**

11. The TechAmerica Employee Handbook ("Handbook"), among other things, requires TechAmerica employees to refrain from using confidential TechAmerica information other than in the best interests of TechAmerica.

12. Specifically, the Handbook provides:

During the course of your employment with TechAmerica, you will have access to certain confidential and proprietary information regarding TechAmerica, its affiliates, and/or members of TechAmerica. Preventing the disclosure of this information is imperative for TechAmerica to maintain the highest standards of integrity. To help prevent you from unauthorized disclosure of confidential and proprietary information, TechAmerica has developed this Confidentiality and Proprietary Information Policy.

*Confidential Information*

Confidential information means all information which is or becomes known to you, including without limitation:

- information relating to business plans, marketing strategies, methods of operation;
- personnel data, financial information;
- member or potential member lists, vendor lists, suppliers, distribution channels;
- pricing information;

- trade secrets; and
- acquisition opportunities.

Confidential information shall not include information that is or becomes available to the public unless it becomes public as a result of a disclosure in violation of this Policy.

### *Proprietary Information*

Proprietary information includes information:

- that is not known by actual or potential competitors of TechAmerica or is generally unavailable to the public;
- that has been created, discovered, developed, or otherwise become known to TechAmerica or in which property rights have been assigned or otherwise conveyed to TechAmerica; and
- that has material economic value or potential material economic value to TechAmerica's present or future business.

Some examples of proprietary information that you may come across during your employment includes:

- technical data, trade secrets, developments, discoveries, designs, improvements, product plans, products, services, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, techniques, technical data, markets;
- employee information, customer lists and customers (including customers of TechAmerica on which you called or became acquainted with during the term of your employment), supplier lists;
- design and development methodologies and any modifications or enhancements of any of the foregoing;
- software, program information, marketing information, sales information, financial information, or other business information.

### *Nondisclosure of Confidential and Proprietary Information*

During or following the termination of your employment with TechAmerica, you agree:

1. Not to disclose, use, or induce or assist in the use or disclosure of any of TechAmerica's confidential or proprietary information to any person, firm, corporation, association or other entity without TechAmerica's prior express written consent, except as may be necessary in the ordinary course of performing your duties as an employee of TechAmerica;

2. Not to disclose, use, or induce or assist in the use or disclosure of any confidential or proprietary information of a third party, except in carrying out your work for TechAmerica consistent with TechAmerica's agreement with such third party;
3. Not to make use of any confidential or proprietary information for your own purpose or for the benefit of any person, firm, corporation or other entity, except TechAmerica;
4. To promptly notify TechAmerica of any knowledge that you may have of any unauthorized release or use of TechAmerica's confidential or proprietary information;
5. Upon request, to promptly surrender and deliver to TechAmerica all records, materials, equipment, tools, drawings, documents and data of any nature pertaining to any confidential or proprietary information of TechAmerica or to your employment; and
6. To return or delete all electronically-stored copies of confidential or proprietary information on any computer or device in your possession or control, including all backup and archival copies.

\* \* \* \*

You agree not to disclose any TechAmerica confidential or proprietary information for any purpose whatsoever, including but not limited to:

1. Persuade or attempt to persuade any client of TechAmerica to cease doing business with TechAmerica;
2. Reduce the amount of business such client would otherwise have placed through TechAmerica; or
3. Persuade or attempt to persuade any employee or independent contractor of TechAmerica to terminate his or her service with TechAmerica.

For the purposes of this Policy, TechAmerica's members include every company and individual that has utilized TechAmerica's services at any time during the twelve (12) months immediately preceding any solicitation or attempted solicitation.

#### *Works of Authorship*

You agree that any works of authorship which are authored or created by you during your employment, either solely or jointly with others, and which relate in any manner to the actual or anticipated business of TechAmerica, are assigned to

TechAmerica to the fullest extent of the law, whether or not such works are capable of being patented, copyrighted or trademarked.

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*Injunctive Relief for Breach*

A breach of any of the promises or agreements contained in this Confidentiality and Proprietary Information Policy will result in irreparable and continuing damage to TechAmerica for which there will be no adequate remedy at law, and in the event of such breach, TechAmerica will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages.

13. Each of the Individual Defendants has signed a written agreement acknowledging that they “have read and understand the contents of this Handbook and will act in accord with these policies as a condition of [their] employment with TechAmerica” and a statement acknowledging that they “have read and understand the TechAmerica Confidentiality and Proprietary Information Policy.”

**The Individual Defendants Abruptly Resign**

14. On Monday November 4, 2013, Mr. Hodgkins and Ms. Henton both accessed Salesforce and viewed (and, on information and belief, copied, because, among other things, they had no business purpose to do so) Membership Information. Between 10:30 a.m. and 11:00 a.m. Mr. Hodgkins emailed many TechAmerica documents to his personal email account from his TechAmerica email account. This included a document titled “2014 Fed\_CIO Survey\_Grant Thornton-TechAmerica” (the “CIO Survey Document”), which contains a detailed project timetable for the 2014 TechAmerica Federal CIO Survey, a premier research report and event.

15. The CIO Survey Document derives actual and potential economic value from not being generally known to, and not being readily accessible by anyone outside of TechAmerica, including ITI, who can obtain economic value from its disclosure or use. In particular, access to

this document would assist TechAmerica's competitors in creating similar research reports and events.

16. The CIO Survey Document is the subject of reasonable efforts to maintain its secrecy. For example, TechAmerica limits access to this document to select staff members whose duties require that they have access to it, and TechAmerica requires a password to access the network drives on which this document is stored.

17. Upon information and belief, Mr. Hodgkins used the CIO Survey Document to assist him in moving TechAmerica's Public Sector Services segment to ITI.

18. Later that day, at approximately 4:00 p.m., each of the Individual Defendants and a fourth individual, Erica McCann, abruptly announced to TechAmerica that they were resigning, effective immediately. The following morning, these four individuals commenced employment with ITI. They had not previously provided TechAmerica with any notice that they were departing or were considering departing.

19. The morning after the four employees resigned, ITI issued a press release announcing "the launch today of the Information Technology Alliance for Public Sector" ("ITAPS"), led by Mr. Hodgkins. ITI also held a press conference featuring Mr. Hodgkins on the same day. Upon information and belief, ITAPS will provide Public Sector Services to ITI members that are substantially similar to the Public Sector Services provided by TechAmerica.

20. Upon information and belief, ITI had previously communicated with the Individual Defendants and informed them that it would only hire them and begin offering Public Sector Services to its members if a dozen technology companies would commit to each pay ITI fifty thousand dollars (\$50,000) in advance.

21. Upon information and belief, the Individual Defendants resigned from TechAmerica only after they had secured commitments from a sufficient number of members. In fact, news reports regarding the Individual Defendants' departure from TechAmerica cite sources with knowledge of the deal as saying that ITI was able to raise \$50,000 each from more than a dozen members to cover the cost of hiring the Individual Defendants.

**The Individual Defendants Act Contrary to TechAmerica's  
Interests During Their Employment with TechAmerica**

22. Unbeknownst to TechAmerica, in mid-September 2013, Mr. Hodgkins had begun discussions with Robert Hoffman, ITI's Senior Vice President for Government Affairs, regarding bringing TechAmerica's Public Sector Services segment to ITI.

23. In mid-October 2013, Mr. Hodgkins brought Ms. Henton into his discussions with ITI and informed Ms. Henton in an email that "[t]he concept for discussion is to replicate the public sector activities we have at TA elsewhere."

24. Mr. Hodgkins and Ms. Henton subsequently withheld information from TechAmerica to benefit ITI. For example, on October 23, 2013, Ms. Henton received an email from a TechAmerica member indicating that said member was uncertain about whether it would renew its TechAmerica membership the following year. Ms. Henton forwarded this email to Mr. Hodgkins and stated: "I was going to fire this note off to Pete [Kaminskas, TechAmerica's Senior Vice President, Member Services], but now I have second thoughts. **Maybe we should hold off communicating retention problems as it will only cause him to scurry around and try to get the company in question to renew ASAP.**" (emphasis added). Mr. Hodgkins quickly responded: "Let's not tell Pete." Ms. Henton responded: "Trey: Agreed. You and I won't tell Pete."

25. Upon information and belief, Ms. Henton and Mr. Hodgkins withheld information from TechAmerica to increase the likelihood that members would decline to renew with TechAmerica and would instead become members of ITI.

**Ms. Henton and Mr. Hodgkins Begin Using TechAmerica's Proprietary Information and Trade Secrets to Benefit ITI**

26. In their preparations to take TechAmerica's Public Sector Services segment to ITI, Mr. Hodgkins and Ms. Henton repeatedly accessed, copied, and adapted TechAmerica confidential documents.

27. On October 26, 2013, Ms. Henton sent Mr. Hodgkins an email containing the contents of a TechAmerica document titled "Public Sector Board Principles of Operation," along with a note stating: "Trey: This may come in handy."

28. The Public Sector Board Principles of Operation govern the operations of the Public Sector Board of Directors, which is responsible for overseeing the activities of TechAmerica's Public Sector Group. This document derives actual and potential economic value from not being generally known to, and not being readily accessible by anyone outside of TechAmerica, including ITI, who can obtain economic value from its disclosure or use. For example, allowing competitors access to this document would allow them to recreate similar processes and procedures over their own public sector groups, thus making them more attractive to TechAmerica's members.

29. The document titled "Public Sector Board Principles of Operation" is the subject of reasonable efforts to maintain its secrecy. For example, TechAmerica limits access to this document to members of the its Public Sector Board of Directors and TechAmerica staff whose duties require that they have access to it, and TechAmerica requires a password to access the network drives on which this document is stored.

30. Upon information and belief, Mr. Hodgkins and Ms. Henton used the Public Sector Board Principles of Operation to assist them in moving TechAmerica's Public Sector Services segment to ITI.

31. On November 3, 2013, the Sunday before they resigned, both Mr. Hodgkins and Ms. Henton searched for TechAmerica documents that Ms. Henton could use to help craft the position description section of her ITI contract.

32. Mr. Hodgkins and Ms. Henton exchanged several TechAmerica documents to aid Ms. Henton such as previous job descriptions and 2014 objective documents. For example, Ms. Henton wrote in an email to Mr. Hodgkins: "I'm searching everywhere and cannot find the position description that was written for me. . . . Do you see it anywhere on the shared [TechAmerica] drive? I do not – nor can I find it in hard copy here in my office. Urgh. If I have to recreate it, I can do so but it would be so much easier if I could find the version that exists somewhere." Mr. Hodgkins responded: "I don't know how to access the archived files either, but I will check the shared drive." In another email, Ms. Henton states: "I stumbled on this old doc. . . . I'm going to draw upon it for the Position Description."

33. The documents that Mr. Hodgkins and Ms. Henton exchanged and that Ms. Henton used in crafting the position description section of her ITI contract are entitled "Description of PS State and Local Gov.docx," "JobDescr PS Proc Policy.docx," "TechAmerica HLS Job Description.docx," and "VP-HLS.pdf" (collectively, the "Position Description Documents").

34. The Position Description Documents derive actual and potential economic value from not being generally known to, and not being readily accessible by anyone outside of TechAmerica, including ITI, who can obtain economic value from their disclosure or use.

35. The Position Description Documents are the subject of reasonable efforts to maintain their secrecy. For example, TechAmerica limits access to these documents to members of its staff whose duties require that they have access to them, and TechAmerica requires a password to access the network drives on which these documents are stored.

**ITI Actively Solicits and Receives TechAmerica Trade Secrets**

36. TechAmerica tracks its membership information using software called Salesforce. Among other information, TechAmerica's Salesforce software contains for each member: (1) its name; (2) the amount of its dues paid; (3) the date by which that member must renew its membership; (4) the duration of its membership; (5) the identity of the employees who are in contact with TechAmerica and their contact information; (6) sales, engagement, and participation information on TechAmerica's products and services; and (7) information compiled by TechAmerica about the member's business (cumulatively, "Membership Information").

37. The Membership Information derives actual and potential economic value from not being generally known to, and not being readily accessible by anyone outside of TechAmerica, including ITI, who can obtain economic value from its disclosure or use. In particular, access to this information would allow TechAmerica's competitors unfair access to TechAmerica's pricing and would allow competitors to solicit TechAmerica's members without investing time and effort into building relationships. This information is not subject to disclosure under the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 *et seq.*

38. The Membership Information is the subject of reasonable efforts to maintain its secrecy. For example, TechAmerica only provides access to Salesforce to staff that need access to its data to manage committees or to plan certain events, and it is made clear to these staff members and consultants that Membership Information is for internal use only. These staff members and consultants are given individual passwords that they must use to access the

Membership Information and TechAmerica tracks every attempt to login to the Salesforce software. Further, Membership Information is not available elsewhere. Salesforce contains the only complete, accurate, and up-to-date database of Membership Information.

39. On October 3, 2013, Mr. Hoffman emailed Mr. Hodgkins requesting a list of “deliverables” for their next meeting. Specifically, Mr. Hoffman wrote:

Mike [Williams, ITI’s Chief Financial Officer] and I had a very good chat with Dean [Garfield, ITI’s President and CEO], and based on that conversation, we’d like to get the following:

- A list of ITI/TA common members – our full member list can be found here: <http://www.itic.org/about/members-companies.dot>
- A list of TA Exec Committee members
- A topline estimated budget for 2014 that captures the categories you raised with me and Mike that covers expected: comp/benefits, meeting costs, subscriptions, expenses (travel and related,) and professional services (and anything else we may not have covered)

40. Following the October 3rd email, Mr. Hoffman repeated his request for TechAmerica member information on October 7th, October 11th, October 13th, and October 21st.

41. On October 22nd, Mr. Hodgkins emailed the requested Membership Information to Mr. Hoffman.

42. The information Mr. Hoffman requested was only available to select TechAmerica staff members with unique credentials to the TechAmerica Salesforce member database. Mr. Hodgkins infrequently accessed Salesforce in the performance of his duties for TechAmerica prior to Mr. Hoffman’s repeated requests. Between October 17, 2013 and October 19, 2013, however, Mr. Hodgkins accessed Salesforce seven times. Upon information and belief, he did so in order to provide Mr. Hoffman with information about TechAmerica members.

43. Mr. Hoffman also asked Mr. Hodgkins to provide a list of companies of “uncommon interest that [Mr. Hodgkins] consider[s] first tier” (*i.e.* members of TechAmerica that Mr. Hodgkins believes he can switch to ITI). Upon information and belief, Mr. Hodgkins provided Mr. Hoffman this information shortly thereafter.

44. In late October, Mr. Hodgkins also provided Mr. Hoffman with an estimated budget for the Public Sector Services segment. Upon information and belief, Mr. Hodgkins used internal TechAmerica budget information, including room rental expenses, professional services expenses, and intern stipend costs to create this budget. In communications with a former TechAmerica employee, Mr. Hodgkins forwarded the budget, writing that the budget was designed “to run the programs roughly as we do today.” Indeed, the former TechAmerica employee noted that, “[i]f someone gets this document it looks like u r taking [the] good parts of TA to ITI.”

#### **Ms. Henton Uses TechAmerica Trade Secrets**

45. Upon their resignations, TechAmerica asked that each of the Individual Defendants and Ms. McCann immediately return to TechAmerica any of TechAmerica’s equipment in their possession, including the laptop computers that TechAmerica had provided to them. Mr. Hodgkins, Ms. Walker, and Ms. McCann immediately returned their laptops.

46. Ms. Henton, however, informed TechAmerica that she would return her laptop on either Friday, November 8, or on Monday, November 11. Because Ms. Henton worked remotely for TechAmerica from her home in California, TechAmerica agreed that she could delay returning the laptop. TechAmerica did not authorize Ms. Henton to continue using the laptop and immediately terminated her access to TechAmerica’s internal network and to Ms. Henton’s TechAmerica email account.

47. Nonetheless, over the next week, Ms. Henton frequently used her TechAmerica-provided laptop. Although she did not have access to the TechAmerica network, Ms. Henton had previously downloaded confidential and proprietary documents to the laptop's hard drive, which she accessed following her resignation. Likewise, although Ms. Henton could not send and receive emails from her TechAmerica email account, many of her emails were saved on the laptop's hard drive, and Ms. Henton viewed many of them following her resignation.

48. Prior to her departure, Ms. Henton accessed the Membership Information contained in Salesforce and created a spreadsheet that contains, among other things, (1) a list of TechAmerica's members, (2) the employees of each member who are in contact with TechAmerica and their contact information, (3) the annual dues paid to TechAmerica by each member, and (4) member renewal dates (the "TechAmerica Spreadsheet").

49. Beginning on November 5, 2013, the day after her resignation, and continuing through at least November 7, 2013, Ms. Henton accessed the TechAmerica Spreadsheet, as well as TechAmerica emails and contact information saved on the laptop's hard drive. She then sent emails to TechAmerica member contacts through her ITI email address. In these emails, Ms. Henton informed TechAmerica members that the Individual Defendants had moved to ITI and Ms. Henton asked the TechAmerica members to become ITI members.

50. Upon information and belief, Ms. Henton did so at the direction of Mr. Hodgkins.

51. Ms. Walker and Mr. Hodgkins are copied on many of Ms. Henton's emails to TechAmerica member contacts and, upon information and belief, Ms. Henton communicates regularly with both Ms. Walker and Mr. Hodgkins regarding the status of her efforts to induce TechAmerica members to join ITI.

52. As Ms. Henton communicated with TechAmerica members about joining ITI, she added a column to the TechAmerica Spreadsheet. In this new column, Ms. Henton indicated where each member stood with regard to becoming ITI members. For example, she indicated that one member was “very supportive” of the idea, while another member was “lukewarm.”

53. Upon information and belief, Defendants intend to convince all of TechAmerica’s members that utilize Public Sector Services to join ITI and, ultimately, to drive TechAmerica out of business. For example, in emails dated November 7, 2013, Ms. Henton celebrated the “articles this week starting with one on Monday in the Huff Po – which was devastatingly bad for TechAmerica” and “a blistering article about the situation in the HuffPost, which starts out ‘In a move that would make Jerry Maguire proud...’.” In another email that is also dated November 7, 2013, Ms. Henton stated that she hoped that ITI was “talking to” another TechAmerica employee and that she “hope[d] they can bring him into ITI too,” because doing so “would seal the fate of TA.”

#### **Ms. Walker Uses TechAmerica Trade Secrets**

54. While employed by TechAmerica, Ms. Walker served as the TechAmerica lead staff member for the Health Services IT Advisory Group (“HSITAG”), a committee of TechAmerica members focused on health information advocacy.

55. The membership of and TechAmerica’s strategies with regard to HSITAG are confidential, and TechAmerica derives actual and potential economic value from this information not being generally known to, and not being readily accessible by anyone outside of TechAmerica, including ITI, who can obtain economic value from its disclosure or use. This information would allow competitors to move TechAmerica committees to ITI without having to invest the time and money that is needed to build relationships with and determine the needs of the group’s members.

56. Information regarding the membership of and TechAmerica's business strategies with regard to HSITAG are the subject of reasonable efforts to maintain their secrecy. For example, TechAmerica requires a password to access the network drives and Salesforce system on which this information and related documents are stored.

57. Following her resignation, Ms. Walker has retained electronic and hard-copy documents relating to HSITAG, including membership lists and files relating to the priorities TechAmerica has set with regard to HSITAG.

58. Upon information and belief, following her resignation from TechAmerica, Ms. Walker has used information regarding the membership and priorities of HSITAG to reconstitute the same committee within ITI. For example, in a November 5 email to Ms. Henton, Mr. Hodgkins stated that "Pam [Walker] also talked to Jerry and related that HSITAG could come here."

59. Upon information and belief, Ms. Walker's attempts to reconstitute HSITAG at ITI are at the direction of Mr. Hodgkins.

#### **The Individual Defendants Take TechAmerica's Documents and Data**

60. In 2012, while employed by TechAmerica, Mr. Hodgkins created an account with the cloud service Dropbox (the "Dropbox Account"). He did so at the advice and direction of TechAmerica's IT staff and linked the account to his TechAmerica email address. The account was paid for by TechAmerica and was used by Mr. Hodgkins to store confidential and proprietary TechAmerica documents.

61. Since he created the Dropbox Account, Mr. Hodgkins has stored in it numerous proprietary and confidential TechAmerica documents, many of which currently remain in the account.

62. Around the time of his resignation, Mr. Hodgkins changed the email address linked to the Dropbox Account, ensuring that TechAmerica could not access it, and he has subsequently refused requests to provide TechAmerica access to and control over the account.

63. TechAmerica also uses a cloud service to create virtual drives for each of its employees where employees are directed to store electronic copies of company documents with which they are working. Access to these drives is limited to current TechAmerica staff and consultants and they must use individual usernames and passwords to access them.

64. Prior to his resignation, Mr. Hodgkins installed a copy of the contents of his TechAmerica email and virtual drive locally on his home personal computer. He also copied TechAmerica materials to his TechAmerica Dropbox account, ensuring that he could continue to access these materials following his resignation.

65. On November 4, 2013, the same day that the Individual Defendants resigned, Mr. Hodgkins deleted over three gigabytes of data from the TechAmerica virtual drive.

66. The data that Mr. Hodgkins deleted contained confidential and proprietary information and trade secrets owned by TechAmerica, including but not limited to information about TechAmerica members and information about TechAmerica's business strategies.

67. TechAmerica was able to recover earlier versions of many of the documents deleted by Mr. Hodgkins from previous backup tapes, but TechAmerica was unable to recover the most recent versions of the documents that Mr. Hodgkins copied to his personal computer and then deleted. Additionally, TechAmerica has been unable to confirm that it has been able to recover even earlier versions of all of the documents deleted by Mr. Hodgkins.

68. TechAmerica had also provided Mr. Hodgkins with an iPhone and an iPad for him to use in the course of his employment. Mr. Hodgkins stored confidential and proprietary

TechAmerica documents and data on the iPhone and iPad. Mr. Hodgkins returned these devices to TechAmerica following his resignation. Prior to doing so, however, and without the authorization of anyone at TechAmerica, Mr. Hodgkins wiped the memories of these devices, ensuring that TechAmerica could not access the documents and data that had previously been stored on them.

69. Following their resignations, each of the Individual Defendants retained numerous hard-copy documents that were created in the course of their employment with TechAmerica and that are the property of TechAmerica. Indeed, in an October 29, 2013, email, Mr. Hodgkins indicated that he would have a “truckload” of materials that he would be removing from TechAmerica. Ms. Henton retained, among other documents, handwritten notes taken during retention or prospecting conference calls and meetings with members and prospective members. Ms. Walker retained, among other things, numerous documents relating to her work for various committees and various materials related to proposed legislation and regulations.

70. By retaining hard-copy documents owned by TechAmerica, the Individual Defendants have deprived TechAmerica of access to and use of these documents.

**COUNT I**  
**(Tortious Interference with Prospective Business Advantage)**

71. Plaintiff adopts and incorporates by reference paragraphs 1 through 70 as if fully alleged herein.

72. TechAmerica’s continuing relationship with its members constitutes a prospective business advantage.

73. Defendants had knowledge of this prospective business advantage and conspired and agreed to interfere with it by inducing TechAmerica members to join ITI.

74. As a reasonable, foreseeable, direct, and proximate result of Defendants' interference with TechAmerica's prospective business advantage, TechAmerica has suffered and will continue to suffer irreparable injury. This injury includes, but is not limited to, the revenue from membership dues that TechAmerica will lose when TechAmerica members that previously utilized TechAmerica's Public Sector Services join ITI and decline to renew their TechAmerica memberships. It also includes damage to TechAmerica's reputation and increased expenses incurred by TechAmerica in encouraging members to renew their memberships.

**COUNT II**  
**(Civil Conspiracy)**

75. Plaintiff adopts and incorporates by reference paragraphs 1 through 74 as if fully alleged herein.

76. Defendants have conspired and agreed to convert TechAmerica's proprietary documents and data, to misappropriate TechAmerica's trade secrets, to tortiously interfere with TechAmerica's prospective business advantage, and to breach fiduciary duties owed to TechAmerica.

77. Ms. Henton's emails to TechAmerica members soliciting them to join ITI, Defendants' misappropriation of TechAmerica's trade secrets (including inducement to misappropriate trade secrets), the Individual Defendants' conversion of TechAmerica's confidential and proprietary documents and data, and ITI's hiring of the Individual Defendants were all unlawful overt acts performed pursuant to and in furtherance of their common scheme.

78. As a reasonable, foreseeable, direct, and proximate result of the conspiracy between and among Defendants, TechAmerica has suffered and will continue to suffer injury.

79. Based in part on Defendants' conspiracy, each Defendant is jointly and severally liable for the injuries sustained by TechAmerica as a result of the other causes of action asserted in this First Amended Complaint.

**COUNT III**  
**(Misappropriation of Trade Secrets, D.C. Code § 36-401 *et seq.*)**

80. Plaintiff adopts and incorporates by reference paragraphs 1 through 79 as if fully alleged herein.

81. The Individual Defendants have disclosed and used, on behalf of ITI and for ITI's exclusive benefit, TechAmerica's confidential information and trade secrets, including but not limited to Membership Information, the Public Sector Board Principles of Operation, the CIO Survey Document, the Position Description Documents, and information related to HSITAG, without the express or implied consent of TechAmerica.

82. Upon information and belief, the Individual Defendants will, inevitably or intentionally, continue to use or disclose to ITI, on behalf of ITI and for ITI's exclusive benefit, TechAmerica's confidential information and trade secrets without the express or implied consent of TechAmerica.

83. Upon information and belief, ITI intended to, or had knowledge that it would inevitably, misappropriate TechAmerica trade secrets through the hiring of the Individual Defendants.

84. By virtue of the misappropriation of TechAmerica's trade secrets, TechAmerica is threatened with immediate and irreparable harm.

85. Defendants' conduct has been willful and outrageous and undertaken with reckless indifference to the rights of TechAmerica.

86. Greater injury will be inflicted upon TechAmerica by the denial of the relief requested herein than will be inflicted on Defendants by the granting of such relief.

**COUNT IV**  
**(Conversion)**

87. Plaintiff adopts and incorporates by reference paragraphs 1 through 86 as if fully alleged herein.

88. TechAmerica owns all of the trade secrets and confidential and proprietary business information at issue in this Complaint.

89. TechAmerica's trade secrets and confidential and proprietary information have substantial commercial value, in an amount to be determined at trial.

90. Defendants wrongfully took and/or wrongfully acquired TechAmerica's trade secrets and confidential and proprietary business information for their own use.

91. Defendants have deprived TechAmerica of access to and use of its trade secrets and confidential and proprietary business information.

92. As a reasonable, foreseeable, direct, and proximate result of the conversion of TechAmerica's trade secrets and confidential and proprietary business information by Defendants, TechAmerica has suffered and will continue to suffer injury, including but not limited to a loss of the commercial value of the trade secrets and confidential and proprietary information.

**COUNT V**  
**(Breach of Fiduciary Duties Against Defendants Hodgkins and Henton)**

93. Plaintiff adopts and incorporates by reference paragraphs 1 through 92 as if fully alleged herein.

94. Each of the Individual Defendants, as employees of TechAmerica, owed TechAmerica a fiduciary duty, including a fiduciary duty of loyalty.

95. Defendants Hodgkins and Henton breached their fiduciary duties by acting against TechAmerica's best interests while employed by TechAmerica. Actions taken by Mr. Hodgkins and Ms. Henton against TechAmerica's best interests include, but are not limited to failing to provide TechAmerica with critical information about communications with TechAmerica members. These actions were motivated not by the best interests of TechAmerica, but by Mr. Hodgkins' and Ms. Henton's own self-interest.

96. By breaching their fiduciary duties, Mr. Hodgkins and Ms. Henton have caused and will continue to cause damage to TechAmerica. This injury includes, but is not limited to, the salary paid by TechAmerica to Mr. Hodgkins and Ms. Henton while they were breaching their fiduciary duties, the revenue from membership dues that TechAmerica will lose when TechAmerica members that previously utilized TechAmerica's Public Sector Services join ITI and decline to renew their TechAmerica memberships, damage to TechAmerica's reputation, and increased expenses incurred by TechAmerica in encouraging members to renew their memberships.

97. The actions of Mr. Hodgkins and Ms. Henton were wanton, willful, and malicious.

#### **PRAYER FOR RELIEF**

WHEREFORE, TechAmerica respectfully requests that the Court enter an order granting judgment in its favor and granting the following relief:

1. Entering a temporary restraining order and preliminary injunction pending this Court's review of the merits of this case, prohibiting Defendants from using or disclosing any of TechAmerica's trade secrets or proprietary information;
2. Entering a permanent injunction prohibiting Defendants from using or disclosing TechAmerica's trade secrets or proprietary information;

3. Awarding TechAmerica compensatory damages in an amount to be determined at trial, but not less than five million dollars (\$5,000,000.00);

4. Awarding TechAmerica punitive damages in an amount to be determined at trial;

5. Awarding TechAmerica the amount of the compensation paid by TechAmerica to Mr. Hodgkins and Ms. Henton during the period in which Mr. Hodgkins and Ms. Henton were breaching their fiduciary duties of loyalty;

6. Awarding TechAmerica reasonable attorneys' fees and costs associated with bringing this action; and

7. Awarding TechAmerica such further relief as the Court deems just and proper.

**JURY DEMAND**

Pursuant to Superior Court Rule of Civil Procedure 38(b), Plaintiff demands a jury trial on all issues so triable.

Dated: December 9, 2013

Respectfully submitted,

/s/ Keith D. Hudolin

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on December 9, 2013, a true and correct copy of the foregoing was served via the Court's electronic filing system on the following:

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/s/ Keith D. Hudolin  
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