

KELLY E. DUFORD, State Bar No. 295646  
*kedwilliams@slatelawgroup.com*  
CHRISTINE R. ROBLES, State Bar No. 307309  
*crobles@slatelawgroup.com*  
SLATE LAW GROUP  
2131 Third Avenue  
San Diego, CA 92101  
Ph: (619) 546-4291  
Fax: (619) 354-2449

Attorneys for Plaintiff  
WHITESLATE, LLP DBA SLATE LAW  
GROUP

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

WHITESLATE, LLP DBA SLATE  
LAW GROUP,

Plaintiff,

vs.

DEREK DAHLIN, an individual;  
BRIAN EVANS, individually, and as  
Chief Executive Officer of MANGO  
TECHNOLOGIES, INC. DBA  
CLICKUP; ROBERT SMITH,  
individually, and as Chief Financial  
Officer and Secretary of MANGO  
TECHNOLOGIES, INC. DBA  
CLICKUP; WES BRUMMETTE,  
individually, and as Agent for Service  
of Process of MANGO  
TECHNOLOGIES, INC. DBA  
CLICKUP; MANGO  
TECHNOLOGIES, INC. DBA  
CLICKUP; and DOES 1-100,  
INCLUSIVE,

Defendants.

Case No. '20CV1782 W BGS

**COMPLAINT FOR DAMAGES:**

- 1. Misappropriation of Trade Secrets (Federal Defend Trade Secrets Act)**
- 2. Misappropriation of Trade Secret (California Uniform Trade Secrets Act)**
- 3. Copyright Infringement**
- 4. Vicarious Copyright Infringement**
- 5. Contributory Copyright Infringement**
- 6. Violation of California Computer Data Access and Fraud Act**
- 7. Fraud Based on Intentional Misrepresentation**
- 8. Fraud Based on Negligent Misrepresentation**
- 9. Fraudulent Concealment**
- 10. Breach of Contract**
- 11. Breach of Covenant of Good Faith and Fair Dealing**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 12. Breach of Duty of Loyalty**
- 13. Aiding and Abetting Breach of Duty of Loyalty**
- 14. Intentional Interference With Contractual Relations**
- 15. Negligent Interference With Contractual Relations**
- 16. Intentional Interference With Prospective Economic Relationship**
- 17. Negligent Interference With Prospective Economic Relationship**
- 18. Interference of Contract In At-Will Relationship**
- 19. Unjust Enrichment**
- 20. Unfair Business Practice**

**DEMAND FOR JURY TRIAL**

Plaintiff WHITESLATE, LLP DBA SLATE LAW GROUP, a limited liability partnership, alleges against Defendants DEREK DAHLIN, an individual; BRIAN EVANS, individually, and as Chief Executive Officer of MANGO TECHNOLOGIES, INC. DBA CLICKUP; ROBERT SMITH, individually, and as Chief Financial Officer and Secretary of MANGO TECHNOLOGIES, INC. DBA CLICKUP; WES BRUMMETTE, individually, and as Agent for Service of Process of MANGO TECHNOLOGIES, INC. DBA CLICKUP; MANGO TECHNOLOGIES, INC. DBA CLICKUP; and DOES 1-100, INCLUSIVE (collectively, “Defendants”), the following upon personal knowledge as to its own acts, and upon information and belief, based on the investigation conducted by its counsel, as to all other allegations:

**PRELIMINARY ALLEGATIONS**

1  
2 1. Plaintiff WHITESLATE, LLP DBA SLATE LAW GROUP (“Slate”  
3 or “Plaintiff”), is a limited liability partnership and is now, and at all times  
4 mentioned in this Complaint was, a business entity organized, headquartered, and  
5 conducting business in San Diego County, California.

6 2. Defendant DEREK DAHLIN (“Dahlin”), is an individual and is now,  
7 and at all times mentioned in this Complaint was, a resident of San Diego County,  
8 California.

9 3. Defendant MANGO TECHNOLOGIES, INC. DBA CLICKUP  
10 (“ClickUp”), is a corporation and is now, and at all times mentioned in this  
11 Complaint was, a business entity organized in Delaware, headquartered in  
12 Tennessee, and conducting business in San Diego County, California.

13 4. Defendant BRIAN EVANS (“Evans”), is an individual and is now, and  
14 at all times mentioned in this Complaint was, a resident of San Diego County,  
15 California.

16 5. Defendant ROBERT SMITH (“Smith”), is an individual and is now,  
17 and at all times mentioned in this Complaint was, a resident of San Diego County,  
18 California.

19 6. Defendant WES BRUMMETTE (“Brummette”), is an individual and  
20 is now, and at all times mentioned in this Complaint was, a resident of San Diego  
21 County, California.

22 7. Slate is ignorant as to the true names and capacities of the defendants  
23 sued herein as DOES 1 through 100, and therefore sues these defendants by such  
24 fictitious names. Slate will seek leave of Court to amend this Complaint to set forth  
25 the true names and capacities of such named defendants when their identities  
26 become known to it.

27 8. Slate is informed and believes, and thereon alleges, that each of the  
28 aforementioned DOES is responsible in some manner for the events and happenings

1 herein referred to, and caused injury and damages proximately thereby to Slate as  
2 herein alleged.

3 9. Slate is informed and believes, and thereon alleges, that each of the  
4 defendants herein is, and was, at all times relevant to this action, the agent,  
5 employee, representative, and/or joint venturer of the remaining defendants and was  
6 acting within the course and scope of that relationship.

7 10. Slate is further informed and believes, and thereon alleges, that each of  
8 the defendants herein gave consent to, ratified, and authorized the acts alleged  
9 herein of each of the remaining defendants.

10 **JURISDICTION AND VENUE**

11 11. This United States District Court, Southern District of California, has  
12 original jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Slate  
13 herein seeks redress for Defendants' violations arising under federal law.

14 12. This Court has subject matter jurisdiction over this action pursuant to  
15 18 U.S.C. § 1836 et seq. for violations of federal trade secrets law, and pursuant to  
16 28 U.S.C. § 1331 (federal question).

17 13. Slate's state law claims have a common nucleus of applicable facts and  
18 are so related to those under which this Court has original jurisdiction that they form  
19 part of the same case or controversy. Supplemental jurisdiction is therefore  
20 appropriate over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

21 14. This Court has personal jurisdiction over Defendants because all acts  
22 or omissions by Defendants, with respect to one or more causes of action, as well  
23 as Slate's harm arising from these acts or omissions, occurred in the County of San  
24 Diego, State of California.

25 15. This Court has personal jurisdiction over Defendant DOES 1 through  
26 100, inclusive, because each DOE Defendant, at all times relevant to this Complaint,  
27 was the agent, employee, and/or representative of Defendants, acting within the  
28 course and scope of that relationship and/or capacity of Defendants. Each of the

1 fictitiously named defendants are responsible in some manner for the events and  
2 occurrences alleged by Slate, and damages were directly and proximately caused by  
3 the conduct, acts, and omissions of these defendants. The conduct of these DOE  
4 Defendants occurred during their course of work in the County of San Diego, State  
5 of California, and such course of work within the County of San Diego results in  
6 the DOE Defendants' reasonable expectation of being sued within the County of  
7 San Diego, State of California.

8 16. Venue is proper in the United States District Court for the Southern  
9 District of California under 28 U.S.C. § 1391(b)(2), in that a substantial part of the  
10 events, acts or omissions giving rise to the claims set forth herein occurred in this  
11 District.

12 17. The allegations of this Complaint stated on information and belief are  
13 likely to have evidentiary support after a reasonable opportunity for further  
14 investigation or discovery.

### 15 **FACTUAL ALLEGATIONS**

#### 16 **Dahlin's Independent Contractor Work With Slate Law Group**

17 18. In and around February 2020, Mr. Tony Mauriello, Slate's Lead  
18 Transactional Attorney and Head of Transactional Department, mentioned to Slate  
19 that a former student and colleague could be a good fit for Slate's transactional team.

20 19. On or around the beginning of March 2020, Slate and Dahlin began  
21 initial introductory conversations about his interest in joining Slate Law Group as  
22 an Associate Transactional Attorney.

23 20. On or about March 9, 2020, Slate conducted a formal interview with  
24 Dahlin for the Associate Transactional Attorney.

25 21. On or about March 10, 2020, Slate made an offer for full-time  
26 employment as Associate Transactional Attorney to Dahlin.

27 22. Dahlin declined the full-time offer from Slate.

28 23. Dahlin did not accept the full-time offer because he was employed with

1 another company and wanted to stay on with that employer.

2 24. However, Dahlin stated he would agree to work for Slate as a 1099  
3 independent contractor.

4 25. Dahlin stated he would be happy to perform work as a 1099 so long as  
5 malpractice was covered.

6 26. Slate obliged Dahlin's request and brought Dahlin on to work as a 1099  
7 independent contractor.

8 27. Dahlin's first day of work as an independent contractor for Slate was  
9 March 19, 2020.

10 **The Non-Disclosure and Confidentiality Agreement**

11 28. As part of Slate's onboarding process, Slate presented Dahlin with a  
12 Non-Disclosure and Confidentiality Agreement ("NDA"), which he was required  
13 to sign in order to work with Slate.

14 29. Dahlin carefully reviewed the NDA.

15 30. After reviewing but before signing the NDA, Dahlin proposed certain  
16 edits to the NDA.

17 31. Slate accepted Dahlin's edits to the NDA.

18 32. Dahlin signed and returned the revised NDA, which now incorporated  
19 Dahlin's edits, on March 25, 2020. The NDA signed by Dahlin on March 25, 2020,  
20 is attached hereto and incorporated by reference as **Exhibit A**.

21 33. Dahlin began working for Slate as an independent contractor on March  
22 25, 2020.

23 34. Slate has since adopted the NDA that Dahlin edited and signed as the  
24 new official NDA going forward.

25 35. All employees and independent contractors are required to sign Slate's  
26 NDA in order to work for Slate.

27 36. The NDA contains the following pertinent provisions, italicized here  
28 for emphasis:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

a. **1.1. Confidential and Proprietary Information.** For purposes of this Agreement, ***“Confidential, Business and Proprietary Information”*** shall mean any data or information that is disclosed by the Disclosing Party [(Slate)] to a Receiving Party [(Dahlin)] which is not generally known to the public, in tangible or intangible form, and is of value to Slate Law Group, and relates to Slate Law Group’s clients, client lists, product plans, designs, costs, prices, suppliers, finances, marketing plans, business strategies and opportunities, research, development, know-how, personnel training and management, and/or any other disclosed information the Disclosing Party considers to be “Confidential” or otherwise notifies Receiving Party as being Confidential. Confidential Information shall also include all data and information provided on behalf of Slate Law Group to Recipient [(Dahlin)] on or prior to the Effective Date....

b. **1.2. Trade Secret Information.** For purposes of this Agreement, ***“Trade Secret Information”*** shall be given its broadest possible interpretation and shall mean any and all documents, information or other data (whether recorded or otherwise), in whole or in part, which concerns Slate Law Group or its business and which (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Such Trade Secret Information includes, without limitation, information related to Slate Law Group’s client lists, potential client lists, business techniques, strategies and methodologies, marketing plans, handbooks, suppliers, service

1 providers, advertising, contracts, forecasts, pricing, practices,  
2 techniques, business plans, financial plans, research, development,  
3 purchasing, accounting, programming and/or relationship  
4 development or any other tangible or intangible information and  
5 data provided to Recipient [(Dahlin)] through Slate Law Group....

6 c. **1.5. Competitive Consulting.** For the purposes of this Agreement,  
7 *“Competitive Consulting or Employment” is defined as*  
8 *consultation, employment, client, and/or legal services that may be*  
9 *rendered in the same areas where in Slate Law Group operates,*  
10 *which may interfere with performance of Recipient [(Dahlin)],*  
11 *draw from Slate Law Group clientele and/or leads, or disrupt*  
12 *Recipient’s [(Dahlin’s)] ability to competently complete*  
13 *established goals and or services that Slate Law Group engaged*  
14 *Recipient [(Dahlin)] for. Additionally, Competitive Consulting is*  
15 *that which would harm or deter active and/or future business of*  
16 *Slate Law Group or take business opportunities that would*  
17 *otherwise go to Slate Law Group....*

18 d. **4. Non-Use of Trade Secret Information, Confidential Business**  
19 **and Proprietary Information.** *Recipient [(Dahlin)] shall not,*  
20 *without the prior written approval of a Representative of Slate Law*  
21 *Group in each instance, or unless otherwise expressly permitted by*  
22 *the terms of this Agreement, use, publish, or otherwise cause the*  
23 *use of any Trade Secret Information and/or Confidential and*  
24 *Proprietary Information by its Representatives, directly or*  
25 *indirectly, for Recipient’s [(Dahlin’s)] benefit and/or to the*  
26 *detriment of Slate Law Group. The Parties understand and*  
27 *acknowledge that Recipient’s [(Dahlin’s)] obligations under this*  
28 *Agreement with regard to nonuse of Confidential and Proprietary*



1 Information and/or Trade Secret Information shall remain in effect  
2 for as long as such information shall remain confidential and non-  
3 public or as long as required under applicable law, whichever shall  
4 be longer....

5 e. **8. Competition During Engagement or Employment.** *The*  
6 *Parties understand and acknowledge that Competitive Consulting*  
7 *is not permitted* and may be grounds for termination of this  
8 Agreement at the sole discretion of Slate Law Group, *and is*  
9 *grounds for an immediate request by Slate Law Group for adequate*  
10 *remedies such as injunctive relief and/or monetary damages.*

11 f. **11. Injunctive Relief.** *Recipient [(Dahlin)] understands and*  
12 *acknowledges that any disclosure or misappropriation of any of*  
13 *Trade Secret Information and/or Confidential Information and*  
14 *Proprietary Information in violation of this Agreement may cause*  
15 *Slate Law Group irreparable harm, the amount of which may be*  
16 *difficult to ascertain and, therefore, agrees that Slate Law Group*  
17 *shall have the right to apply to a court of competent jurisdiction for*  
18 *an order restraining any further disclosure or misappropriation, and*  
19 *for such other relief as Slate Law Group shall deem appropriate.*  
20 *This right of Disclosing Party [(Slate)] shall be in addition to the*  
21 *remedies otherwise available to Slate Law Group at law or in*  
22 *equity.”*

23 37. Dahlin acknowledged that the Confidential Information referred to in  
24 the NDA included unique and valuable trade secrets belonging to Slate.

25 38. Dahlin agreed to protect Slate’s Confidential Information pursuant to  
26 Section 3 of the NDA.

27 39. Specifically, Dahlin agreed not to “disclose, or cause the use or  
28 disclosure of any Confidential and Proprietary Information and/or Trade Secret

1 Information for any purpose other than to diligently carry out the negotiations and  
2 undertakings concerning the Transaction contemplated under this Agreement.  
3 Recipient shall carefully restrict access of Confidential Information to those of Slate  
4 Law Group’s Representatives, directors, officers, employees, consultants,  
5 contractors, and agents who require such access in order to participate on behalf of  
6 Recipient in the current Transaction, dealings, contract or agreement, or the  
7 advisability thereof, with Slate Law Group.”

8 40. Section 8 of the NDA provides that, while employed by Slate, Dahlin  
9 would not engage in, be employed by, serve as a consultant, or provide confidential  
10 business and proprietary information to any business that is competitive with any  
11 business in which Slate is engaged.

12 41. In Section 11 of the NDA, Dahlin recognized that a breach of any  
13 aspect of the NDA would cause Slate to sustain irreparable, unquantifiable harm.

14 42. By signing the NDA, Dahlin agreed that, in the event of a breach of  
15 the NDA, Slate would have the right to seek an injunction, among other things, in  
16 order to redress such harm.

17 **Dahlin’s Full-Time Employment With Slate Law Group**

18 43. Soon after Dahlin started working as an independent contractor for  
19 Slate, Dahlin and Slate began negotiating for Dahlin to move over to full-time  
20 employment with Slate Law Group.

21 44. Dahlin wanted to move full-time to Slate because he no longer wanted  
22 to continue working for the other company with whom he was also employed.

23 45. Dahlin informed Slate that he was unhappy with his environment at his  
24 previous firm, where he accused such firm of fraud and other misdeeds.

25 46. Dahlin was also contemplating suing the other employer for breach of  
26 his employment contract.

27 47. On April 14, 2020, Slate extended another offer to Dahlin for full-time  
28 employment as Associate Transactional Attorney with Slate Law Group.

1 48. Slate made the offer in the form of an offer letter, with an anticipated  
2 start date of April 21, 2020.

3 49. The next day, on April 15, 2020, Dahlin accepted full-time  
4 employment with Slate Law Group by signing and returning the offer letter.

5 50. By signing and returning the offer letter, Dahlin effectively agreed to  
6 and accepted Slate Law Group's terms of employment.

7 51. Slate's terms of employment included the terms contained in the NDA  
8 that Dahlin signed on March 25, 2020.<sup>1</sup>

9 **Dahlin's Work For and Relationship With Slate's Client ClickUp**

10 52. On April 21, 2020, Dahlin started full-time work at Slate.

11 53. Dahlin was assigned a caseload of clients with varying transactional  
12 matters.

13 54. One client Dahlin was assigned was a client by the name of ClickUp.

14 55. ClickUp was a client retained by Slate from Slate's buyout of DuFord  
15 Law's book of business after DuFord Law closed .

16 56. ClickUp had been a client of DuFord Law since on or around October  
17 3, 2019.

18 57. Before DuFord Law, ClickUp had retained Cooley LLP as counsel.

19 58. ClickUp stated to DuFord Law that it was unhappy with its then  
20 counsel, Cooley LLP, due to Cooley LLP's lack of communication and excessive  
21 costs.

22 59. Dahlin had been working on ClickUp's matters since on or around  
23

---

24 <sup>1</sup> As part of Dahlin's onboarding process for full-time employment, Dahlin was  
25 required to sign a number of documents through a Web application called Gusto.  
26 As part of onboarding, Gusto automatically provided Dahlin with an outdated  
27 NDA, which included an arbitration clause. However, as of January 1, 2020,  
28 mandatory employment arbitration agreements were rendered statutorily invalid in  
California. Accordingly, Slate does not seek to pursue the invalid arbitration  
clause in the Gusto-automated NDA.

1 April 9, 2020, when he was still an independent contractor for Slate.

2 60. Dahlin continued to work on ClickUp's matters after he became a full-  
3 time associate with Slate.

4 61. Dahlin worked on ClickUp's matters under the supervision of Ms.  
5 DuFord and with the aid of other associates.

6 62. On April 9, 2020, Dahlin sent the officers of ClickUp, Defendant  
7 Evans, chief executive officer; Defendant Smith, chief financial officer and  
8 secretary; and Defendant Brummette, agent for service of process, an introductory  
9 email explaining that he would be overseeing ClickUp's matters and that he would  
10 be ClickUp's main point of contact.

11 63. Dahlin worked on a variety of tasks for ClickUp, including a reseller  
12 agreement, cease and desist, sublease agreement, and software as a service (SaaS)  
13 agreement.

14 64. From on or around April 9, 2020, through June 2020, Dahlin worked  
15 on ClickUp's matters.

16 65. As the same time, Dahlin was building a working relationship and  
17 rapport with ClickUp's officers, Evans, Smith, and Brummette.

18 66. On May 14, 2020, ClickUp's officer, Brummette, sent a message to  
19 Dahlin on Slate's client correspondence portal, Slack, asking Dahlin if he would be  
20 interested in working for ClickUp as its in-house counsel.

21 67. Dahlin responded that he was interested in exploring the in-house  
22 counsel role with ClickUp.

23 68. Dahlin had an informational interview with ClickUp the next morning  
24 on May 15, 2020.

25 69. On the afternoon of May 15, 2020, another ClickUp associate  
26 messaged Dahlin on Slate's Slack portal, "We got the good news and I'm happy to  
27 hear that we might be able to get you full-time."

28 70. ClickUp then requested that Dahlin meet with another attorney to

1 interview for the in-house role.

2 71. On or around May 21, 2020, Dahlin brought up ClickUp’s proposal to  
3 join its in-house team with Kelly DuFord (“DuFord”), the Founder and Managing  
4 Partner of Slate Law Group.

5 72. Ms. DuFord reminded Dahlin that ClickUp was a client of Slate Law  
6 Group, that he was bound to the NDA he signed, and that he was not permitted to  
7 take on ClickUp as a personal client or depart to ClickUp to become its in-house  
8 counsel.

9 73. On June 1, 2020, Brummette messaged Dahlin on Slate’s Slack portal  
10 for ClickUp, informing Dahlin that he created a ClickUp email to use for ClickUp’s  
11 own correspondence portals.

12 74. Brummette advised Dahlin that his Slate account was merely a “guest”  
13 account with “super limited” access.

14 75. Brummette informed Dahlin that his ClickUp email would allow  
15 Dahlin full access to ClickUp’s Slack spaces.

16 76. Brummette also provided Dahlin access to ClickUp’s Human  
17 Resources space.

18 77. After receiving his ClickUp email, Dahlin instructed Brummette to  
19 close out Dahlin’s Slate email from ClickUp’s Slack spaces.

20 78. During the time that Dahlin was negotiating employment with  
21 ClickUp, Dahlin was accessing Slate’s work product, including but not limited to  
22 documents and templates, and providing them to ClickUp.

23 79. Slate’s work product, documents, and templates are kept in a  
24 password-protected Cloud storage.

25 80. Slate’s work product, documents, and templates are only accessible to  
26 Slate employees.

27 81. The employees that are given access to Slate’s work product,  
28 documents, and templates have gone through the interview process with Ms.

1 DuFord and are vetted.

2 82. Slate's work product, documents, and templates are not publicly  
3 available.

4 83. Slate provides access to its work product, documents, and templates  
5 following an onboarding process.

6 84. All employees with access to Slate's work product, documents, and  
7 templates are required to sign Slate's NDA.

8 85. When an employee leaves Slate's employment, whether voluntarily or  
9 involuntarily, Slate immediately removes that individual's access to its work  
10 product, documents, and templates.

11 86. On June 16, 2020, Dahlin sent an email to Ms. DuFord and Michael  
12 Weiner ("Weiner"), Slate's then Lead Litigation Attorney and Partner, with the  
13 subject "Resignation from Slate Law Group."

14 87. In the email, Dahlin tendered his resignation from Slate Law Group.

15 88. Dahlin also attached a formal letter of resignation to the June 16, 2020  
16 email.

17 89. In the letter, Dahlin tendered his resignation from Slate and provided  
18 two weeks' notice, with formal resignation to be effective on June 30, 2020.

19 90. In his resignation letter, Dahlin stated that he "plan[ned] to head back  
20 East and take some time off of work."

21 91. After receiving this letter, Ms. DuFord and Mr. Weiner asked Dahlin  
22 to stay on for a few more days through the Fourth of July holiday.

23 92. Dahlin stated that he had a flight scheduled to Vermont on July 2, 2020,  
24 but he could work for Slate through then.

25 93. On June 21, 2020, Dahlin called Mr. Weiner over FaceTime.

26 94. During the FaceTime calls on June 21, 2020, Dahlin informed Mr.  
27 Weiner that ClickUp offered Dahlin a job as in-house attorney.

28 95. Dahlin further informed Mr. Weiner that he intended to take the job

1 with ClickUp.

2 96. Mr. Weiner instructed Dahlin to speak with Ms. DuFord about moving  
3 to a client.

4 97. By resigning from Slate to work with ClickUp, Dahlin effectively  
5 breached his terms of employment with Slate, as outlined in the NDA.

6 **Civil Conspiracy**

7 98. Beginning on or about May 14, 2020, Dahlin, ClickUp, Evans, Smith,  
8 Brummette, and DOE Defendants, and each of them, in their individual and  
9 corporate capacities, knowingly and willfully conspired and agreed among  
10 themselves to poach Dahlin from Slate Law Group, to obtain Slate's trade secrets  
11 and confidential business and proprietary information, and to take Slate's contract  
12 templates and work-product for ClickUp's use.

13 99. Defendants messaged one another without Slate's knowledge in an  
14 effort to get Dahlin to resign from Slate and move over to ClickUp.

15 100. Dahlin met in secret with ClickUp and its officers to interview and get  
16 more information about the in-house role.

17 101. Dahlin provided Slate's contracts and work-product, all owned and  
18 created by Slate, to ClickUp so that ClickUp could use it for its own business,  
19 without Slate's knowledge or consent.

20 102. The principles of "Work for Hire" governed Dahlin's employment  
21 with Slate at all times, both as an independent contractor and as a full-time  
22 employee.

23 103. In other words, any and all works created by Dahlin while employed  
24 with Slate were owned by Slate.

25 104. Throughout the entire process, Defendants' actions were done with a  
26 malicious intent to cause harm to Slate's business by poaching one of Slate's  
27 attorneys and wrongfully taking Slate's trade secrets and work-product for its own  
28 use.

**FIRST CAUSE OF ACTION**

**Misappropriation of Trade Secrets**

**Violation of Federal Defend Trade Secrets Act, 18 U.S.C. § 1836**

**(Against All Defendants)**

1  
2  
3  
4  
5 105. Slate hereby repeats, realleges, refers to, and incorporates herein by  
6 reference each and every allegation in the preceding and subsequent paragraphs in  
7 this Complaint as though they were set forth in full herein.

8 106. The Federal Defend Trade Secrets Act, 18 U.S.C. § 1836, defines  
9 “trade secrets” as “all forms and types of financial, business, scientific, technical,  
10 economic, or engineering information” if the owner “has taken reasonable measures  
11 to keep such information secret” and “the information derives independent  
12 economic value, actual or potential, from not being generally known to, and not  
13 being readily ascertainable through proper means by, another person who can obtain  
14 economic value from the disclosure or use of the information.”

15 107. Slate has expended a significant amount of time, energy and resources  
16 to create confidential, proprietary information and trade secrets that derive  
17 independent economic value from not being known to the public or other persons  
18 who could obtain economic value from their disclosure or use, which include but  
19 are not limited to its contracts, document templates, and other work-product, as well  
20 as Slate’s client list and database.

21 108. Dahlin acknowledged and agreed that he would have access to, and did  
22 have access to, Slate’s confidential, proprietary information and trade secrets, which  
23 are vital to Slate’s business.

24 109. Slate’s confidential, proprietary information and trade secrets are the  
25 subject of efforts that were reasonable under the circumstances to maintain their  
26 secrecy. Slate’s confidential, proprietary information and trade secrets were kept in  
27 a cloud-based database that could only be accessed with credentials provided by  
28 Slate. All individuals who are given access to Slate’s confidential, proprietary



1 information and trade secrets are vetted by Slate before being given access.  
2 Individuals are required to undergo Slate's onboarding processes in order to be  
3 given access to Slate's confidential, proprietary information and trade secrets. Slate  
4 requires that all individuals who are given access to Slate's confidential, proprietary  
5 information and trade secrets to sign and abide by Slate's NDA, which requires the  
6 individual to keep Slate's confidential, proprietary information and trade secrets in  
7 the strictest confidence. Slate immediately revokes access to its confidential,  
8 proprietary information and trade secrets from individuals who leave Slate's employ  
9 voluntarily or involuntarily.

10 110. Dahlin had a duty to maintain the secrecy of, and to safeguard, the  
11 confidential, proprietary information and trade secrets of Slate.

12 111. Defendants unlawfully and improperly retained, used, disclosed or  
13 otherwise misappropriated Slate's confidential, proprietary information and trade  
14 secrets, including but not limited to unlawfully accessing and retaining such  
15 information from Slate's office and electronic systems for Dahlin's and ClickUp's  
16 beneficial use, unlawfully using and disclosing such information to unauthorized  
17 individuals or entities, and unlawfully using such information to solicit, induce,  
18 recruit and/or encourage Slate's existing employee, Dahlin, to leave his  
19 employment relationship with Slate and to come work with Defendants ClickUp,  
20 Brummette, Smith, and Evans.

21 112. Slate did not consent to Defendants' unlawful retention, use, disclosure  
22 or otherwise misappropriation of its confidential, proprietary information and trade  
23 secrets, and Dahlin did so in violation of his duties and agreements with Slate.

24 113. As a direct and proximate result of Defendants' misappropriation of  
25 Slate's confidential, proprietary information and trade secrets, Slate has sustained  
26 substantial damages, and Defendants have been unjustly enriched, in an amount to  
27 be determined at trial.

28 114. Defendants' actions in unlawfully misappropriating and using Slate's

1 confidential, proprietary information and trade secrets for their own gain was  
2 willful, wanton, malicious, intentional, and was taken with reckless disregard to the  
3 rights of Slate; therefore, Slate will seek an award of punitive and exemplary  
4 damages in an amount to be determined at trial.

5 115. Defendants' actions have caused and will continue to cause Slate  
6 irreparable harm if not preliminarily and permanently enjoined. Unless and until  
7 enjoined and restrained by this Court, Defendants and others acting in concert  
8 therewith, will continue the acts complained of herein. In light of the difficulty of  
9 measuring both damages and future harm, Slate has an inadequate remedy at law  
10 and is entitled to an order enjoining the conduct of Defendants and those acting in  
11 concert therewith.

12 **SECOND CAUSE OF ACTION**

13 **Misappropriation of Trade Secrets**

14 **Violation of California Uniform Trade Secrets Act, California Civil Code §**

15 **3426 et seq.**

16 **(Against All Defendants)**

17 116. Slate hereby repeats, realleges, refers to, and incorporates herein by  
18 reference each and every allegation in the preceding and subsequent paragraphs in  
19 this Complaint as though they were set forth in full herein.

20 117. Dahlin was in possession of certain trade secrets that are protected  
21 under the California Uniform Trade Secrets Act, California Civil Code §§ 3426 et  
22 seq. These trade secrets include confidential and proprietary information regarding  
23 Slate's contracts, document templates, and other work-product, as well as Slate's  
24 client list and database.

25 118. The above-described trade secrets are of substantial value to Slate.  
26 They are of independent economic value because they are based on information not  
27 generally known within the trade or by other persons or entities who could obtain  
28 economic value from their use of disclosure, and because of Slate's experience and

1 diligence in developing its own contracts, document templates, and other work-  
2 product, as well as its a client base.

3 119. Slate made reasonable efforts to ensure that the above-described trade  
4 secrets remained secret. Slate's confidential, proprietary information and trade  
5 secrets were kept in a cloud-based database that could only be accessed with  
6 credentials provided by Slate. All individuals who are given access to Slate's  
7 confidential, proprietary information and trade secrets are vetted by Slate before  
8 being given access. Individuals are required to undergo Slate's onboarding  
9 processes in order to be given access to Slate's confidential, proprietary information  
10 and trade secrets. Slate requires that all individuals who are given access to Slate's  
11 confidential, proprietary information and trade secrets to sign and abide by Slate's  
12 NDA, which required the individual to keep Slate's confidential, proprietary  
13 information and trade secrets in the strictest confidence. Slate immediately revokes  
14 access to its confidential, proprietary information and trade secrets from individuals  
15 who leave Slate's employ voluntarily or involuntarily.

16 120. While employed by Slate, Dahlin was entrusted with the above-  
17 described trade secrets so he could perform his job effectively for Slate's benefit.

18 121. Dahlin misappropriated the above-described trade secrets. Dahlin  
19 utilized Slate's contract documents and other work-product, as well as Slate's client  
20 information, to engage in a business and employment relationship with Slate's client  
21 ClickUp.

22 122. Defendants Evans, Smith, Brummette, and ClickUp acquired Slate's  
23 trade secrets and confidential and proprietary information that they knew or had  
24 reason to know were acquired by improper means.

25 123. Defendants have used, and unless restrained by this Court, will  
26 continue to use these trade secrets to compete unfairly with Slate.

27 124. As a direct and proximate result of the trade secret misappropriation  
28 described herein, Slate has suffered damages, and if Defendants' conduct is not

1 stopped, Slate will continue to suffer damages, including, general, consequential,  
2 incidental, and special damages, all as yet not ascertained, but in an amount  
3 according to proof at trial, which exceeds the jurisdictional minimum of this Court.

4 125. Defendants performed the foregoing acts, conduct, and omissions  
5 intentionally, maliciously, and oppressively, with the intent and design to damage  
6 Slate. By reason of this conduct, Slate is entitled to recover punitive and exemplary  
7 damages in an amount to be determined at trial.

8 **THIRD CAUSE OF ACTION**

9 **Copyright Infringement**

10 **Violation of Common Law**

11 **(Against All Defendants)**

12 126. Slate hereby repeats, realleges, refers to, and incorporates herein by  
13 reference each and every allegation in the preceding and subsequent paragraphs in  
14 this Complaint as though they were set forth in full herein.

15 127. Through its conduct alleged herein, Defendants have infringed Slate's  
16 copyrights in its works, including, without limitation, be reproducing, distributing,  
17 and/or publishing the copyrighted contracts and other work-product drafted and  
18 created by Slate Law Group, without Slate's knowledge or authorization, in  
19 violation of common law.

20 128. Each infringement by Defendants of Slate's exclusive rights in and to  
21 Slate's copyrighted contracts and work-product constitutes a separate and distinct  
22 act of infringement.

23 129. Defendants Evans, Smith, and Brummette personally participated in  
24 the wrongful conduct of infringing on Slate's copyrighted contracts and work-  
25 product. Through their manipulative actions, Defendants Evans, Smith, and  
26 Brummette induced Dahlin to unlawfully reproduce, reformat, and distribute Slate's  
27 copyright protected materials.

28 130. At all pertinent times, Slate was the producer and owner of the

1 copyrighted contracts and work-product illegally and improperly reproduced and  
2 distributed by Defendants.

3 131. Defendants reproduced, reformatted, and distributed Slate's  
4 copyrighted contracts and work-product by and through servers and/or other  
5 hardware owned, operated, and/or controlled by Defendant ClickUp.

6 132. Defendants knew or should have reasonably known they did not have  
7 permission to exploit Slate's copyrighted contracts and work-product and further  
8 knew or should have known their acts constituted copyright infringement.

9 133. Defendants engaged in intentional, knowing, negligent, or willfully  
10 blind conduct sufficient to demonstrate that they engaged actively in the improper  
11 collection and distribution of Slate's copyrighted contracts and work-product.

12 134. Defendants acted with willful blindness and reckless disregard of  
13 Slate's copyrights.

14 135. Because of their wrongful conduct, Defendants are liable to Slate for  
15 copyright infringement. Slate suffers and will continue to suffer substantial losses,  
16 including, but not limited to, damage to its business reputation and goodwill.

17 136. By reason of all of the foregoing facts, Slate also is entitled to  
18 Defendants' profits attributable to the infringement for each separate infringement.

19 137. As a direct and proximate result of Defendants' violations of the  
20 Copyright Act, all copies of Slate's copyrighted contracts and work-product made  
21 or used in violation of Slate's rights, and all products derived from Defendants'  
22 unauthorized products made or used in violation of Slate's rights, must be  
23 impounded and destroyed.

24 138. As a direct and proximate result of the foregoing acts and conduct,  
25 Slate has sustained and will continue to sustain substantial, immediate, and  
26 irreparable injury, for which there is no adequate remedy at law. Slate is informed  
27 and believes and on that basis avers that unless enjoined and restrained by this  
28 Court, Defendants will continue to infringe Slate's rights in and to Slate's

1 copyrighted works. Such infringement will, among other irreparable harm and  
2 damages, cause Slate irreparable harm by damaging its goodwill and excellent  
3 reputation, causing Slate to lose the benefits to which it is entitled based upon its  
4 ownership of the copyrights or exclusive rights under copyright in Slate's  
5 copyrighted contracts and work-product and based upon Slate's extensive  
6 investment of time, effort and money in, among other things, creating Slate's  
7 copyrighted contracts and work-product. Slate is therefore entitled to the issuance  
8 of a temporary restraining order, and to preliminary and permanent injunctive relief  
9 as against Defendants, and each of them, from engaging in their wrongful acts, all  
10 as alleged herein.

11 **FOURTH CAUSE OF ACTION**

12 **Vicarious Copyright Infringement**

13 **Violation of Common Law**

14 **(Against All Defendants)**

15 139. Slate hereby repeats, realleges, refers to, and incorporates herein by  
16 reference each and every allegation in the preceding and subsequent paragraphs in  
17 this Complaint as though they were set forth in full herein.

18 140. Without authorization, Defendants reproduced, distributed, and/or  
19 publicly used Slate's copyrights contracts and work-product, directly infringing  
20 Slate's copyrighted works.

21 141. Defendants Evans, Smith, and Brummette personally participated in  
22 the wrongful conduct of infringing on Slate's copyrighted contracts and work-  
23 product.

24 142. Defendants were actually or constructively aware or should have been  
25 aware or were willfully blind to the infringing activity.

26 143. Defendants were able to control or completely end the illegal and  
27 improper infringement but failed and refused to do so.

28 144. Defendants contributed materially to the infringement.

1 145. Defendants received direct financial gain and profit from those  
2 infringing activities.

3 146. The acts, omissions, and conduct of all Defendants constitute vicarious  
4 copyright infringement.

5 147. By reason of Defendants' and each of their acts of vicarious  
6 infringement as alleged above, Slate has suffered and will continue to suffer  
7 substantial damages to its business in an amount to established at trial, as well as  
8 additional general and special damages in an amount to be established at trial.

9 148. Due to Defendants' acts of vicarious copyright infringement as alleged  
10 herein, Defendants, and each of them, have obtained direct and indirect profits they  
11 would have not otherwise realized but for their infringement of the Slate's  
12 copyrighted contracts and work-product. Slate is entitled to disgorgement of  
13 Defendants' profits directly and indirectly attributable to Defendants' infringement  
14 of the copyrighted contracts and work-product, an amount to be established at trial.

15 149. Slate is informed and believes and thereon alleges that Defendants, and  
16 each of them, have committed acts of infringement alleged herein with actual or  
17 constructive knowledge of Slate's rights such that Slate is entitled to a finding of  
18 willful infringement.

19 **FIFTH CAUSE OF ACTION**

20 **Contributory Copyright Infringement**

21 **Violation of Common Law**

22 **(Against All Defendants)**

23 150. Slate hereby repeats, realleges, refers to, and incorporates herein by  
24 reference each and every allegation in the preceding and subsequent paragraphs in  
25 this Complaint as though they were set forth in full herein.

26 151. Defendants and/or other unknown individuals, without authorization,  
27 reproduced and distributed Slate's copyrighted contracts and work-product through  
28 Defendants' business portals, directly infringing Slate's copyrighted works.

1 152. Defendants, and each of them, knowingly induced, participated in,  
2 aided and abetted in and resultantly profited from the illegal distribution and/or  
3 public use of the copyrighted contracts and work-product as alleged herein.

4 153. Defendants Evans, Smith, and Brummette personally participated in  
5 the wrongful conduct of infringing on Slate's copyrighted contracts and work-  
6 product.

7 154. Defendants were aware, should have been aware, or were willfully  
8 blind to the infringing activity.

9 155. Defendants had the obligation and ability to control and stop the  
10 infringements but failed to do so.

11 156. Defendants materially contributed to the infringement.

12 157. Defendants received direct financial benefits from the infringements.

13 158. All Defendants had actual, constructive or should have had actual or  
14 constructive knowledge of the infringing acts.

15 159. The conduct, acts, and omissions of all Defendants demonstrate  
16 contributory copyright infringement.

17 160. Due to Defendants' acts of contributory copyright infringement as  
18 alleged herein, Defendants, and each of them, have obtained direct and indirect  
19 profits they would have not otherwise realized but for their infringement of the  
20 Slate's copyrighted contracts and work-product. Slate is entitled to disgorgement of  
21 Defendants' profits directly and indirectly attributable to Defendants' infringement  
22 of the copyrighted contracts and work-product, in an amount to be established at  
23 trial.

24 161. Defendants, and each of them, have committed acts of infringement  
25 alleged herein with actual or constructive knowledge of Slate's rights such that Slate  
26 is entitled to a finding of willful infringement.

27 //

28 **SIXTH CAUSE OF ACTION**



1 **Violation of California Computer Data Access and Fraud Act**

2 **California Penal Code § 502**

3 **(Against Defendant Dahlin)**

4 162. Slate hereby repeats, realleges, refers to, and incorporates herein by  
5 reference each and every allegation in the preceding and subsequent paragraphs in  
6 this Complaint as though they were set forth in full herein.

7 163. Dahlin has violated California Penal Code § 502(c)(1) by knowingly  
8 accessing and without permission altering, damaging, deleting, destroying or  
9 otherwise using data, documents, information and files from Slate's computer(s),  
10 computer system(s) or computer network(s) in order to devise or execute a scheme  
11 or artifice to defraud, deceive, or extort, and/or to wrongfully control or obtain  
12 money, property or data, including Slate's confidential, proprietary information and  
13 trade secrets.

14 164. Dahlin has violated California Penal Code § 502(c)(2) by knowingly  
15 accessing and without permission taking, coping, or making use of data, documents,  
16 information and files from Slate's computer(s), computer system(s) or computer  
17 network(s), including but not limited to Slate's confidential, proprietary information  
18 and trade secrets.

19 165. As a direct and proximate result of Dahlin's unlawful conduct within  
20 the meaning of California Penal Code § 502, Dahlin has caused damage to Slate in  
21 an amount to be proven at trial.

22 166. Slate is informed and believes that the aforementioned acts of Dahlin  
23 were intentional, willful and malicious in that Dahlin's acts described herein were  
24 done with the deliberate intent to injure Slate's business and thereby gain a  
25 competitive advantage by using such unlawfully obtained confidential, proprietary  
26 information and trade secrets to compete with Slate by joining Slate's client's in-  
27 house legal team. Accordingly, Slate will seek recovery of punitive damages.

28 167. Pursuant to California Penal Code § 502(e), Slate is also entitled to

1 recover its reasonable attorneys' fees.

2 168. Slate has also suffered irreparable injury from these acts, and due to  
3 the continuing threat of such injury, has no adequate remedy at law, entitling Slate  
4 to injunctive relief.

5 **SEVENTH CAUSE OF ACTION**

6 **Fraud Based on Intentional Misrepresentation**

7 **Violation of California Civil Code §§ 1572, 1709, 1710, and Common Law**  
8 **(Against Defendant Dahlin)**

9 169. Slate hereby repeats, realleges, refers to, and incorporates herein by  
10 reference each and every allegation in the preceding and subsequent paragraphs in  
11 this Complaint as though they were set forth in full herein.

12 170. Acting intentionally and/or recklessly, Dahlin made representations to  
13 Slate that were false and material in Slate's decision to hire Dahlin, keep Dahlin as  
14 an employee, and allow Dahlin to access Slate's client base.

15 171. In March 2020, Dahlin communicated to Slate by email that he was  
16 very interested in working for/with Slate.

17 172. In May 2020, after he accepted full-time employment with Slate,  
18 Dahlin informed Slate in a Slack message that he was optimistic that Slate could  
19 build "something solid and scalable" with him on Slate's transactional team.

20 173. Dahlin had knowledge at the time that these representations were false  
21 because Dahlin had actively begun recruiting with ClickUp soon after he began full-  
22 time employment with Slate.

23 174. Slate was unaware that Dahlin's representations were false and  
24 justifiably relied on them.

25 175. As a result, Slate was damaged in that it lost both an employee and a  
26 client by Dahlin resigning and committing to employment with Slate's client,  
27 ClickUp. Slate has incurred damages and attorneys' fees and expenses in taking  
28 action to remedy Dahlin's fraud.

1 176. Dahlin acted willfully and knowingly in his actions and  
2 representations, and his conduct was oppressive and malicious for the purpose of  
3 wrongfully protecting himself and damaging Slate. Slate is entitled to punitive  
4 damages for such conduct.

5 **EIGHTH CAUSE OF ACTION**

6 **Fraud Based on Negligent Misrepresentation**

7 **Violation of California Civil Code § 1710 and Common Law**

8 **(Against Defendant Dahlin)**

9 177. Slate hereby repeats, realleges, refers to, and incorporates herein by  
10 reference each and every allegation in the preceding and subsequent paragraphs in  
11 this Complaint as though they were set forth in full herein.

12 178. Dahlin made representations to Slate that were false and material in  
13 Slate's decision to hire Dahlin, keep Dahlin as an employee, and allow Dahlin to  
14 access Slate's client base.

15 179. In March 2020, Dahlin communicated to Slate by email that he was  
16 very interested in working for/with Slate.

17 180. In May 2020, after he accepted full-time employment with Slate,  
18 Dahlin informed Slate in a Slack message that he was optimistic that Slate could  
19 build "something solid and scalable" with him on Slate's transactional team.

20 181. Dahlin had no reasonable grounds for believing the representations  
21 were true when he made them because he was actively recruiting with another  
22 company.

23 182. Dahlin intended that Slate rely on his representations.

24 183. Slate was unaware that Dahlin's representations were false and  
25 reasonably relied on them.

26 184. Slate's reliance on Dahlin's representations was a substantial factor in  
27 causing its harm.

28 185. As a result, Slate was damaged in that it lost both an employee and a

1 client by Dahlin resigning and committing to employment with Slate's client,  
2 ClickUp. Slate has incurred damages and attorneys' fees and expenses in taking  
3 action to remedy Dahlin's fraud.

4 **NINTH CAUSE OF ACTION**

5 **Fraudulent Concealment**

6 **Violation of Civil Code § 1710 and Common Law**

7 **(Against Defendant Dahlin)**

8 186. Slate hereby repeats, realleges, refers to, and incorporates herein by  
9 reference each and every allegation in the preceding and subsequent paragraphs in  
10 this Complaint as though they were set forth in full herein.

11 187. Dahlin and Slate were in an employment relationship.

12 188. In March 2020, Dahlin communicated to Slate by email that he was  
13 very interested in working with/for Slate.

14 189. In early May 2020, Dahlin informed Slate in a Slack message that he  
15 was looking to build and scale Slate's transactional practice.

16 190. Dahlin intentionally failed to disclose to Slate that he was getting  
17 poached by Slate's client, ClickUp, in May 2020.

18 191. In June 2020, Dahlin disclosed to Slate that he was resigning from his  
19 employment with Slate, but intentionally failed to disclose that he was leaving Slate  
20 to start employment with Slate's client, ClickUp.

21 192. Slate did not know of the concealed facts.

22 193. Dahlin intended to deceive Slate by concealing the facts.

23 194. Had Slate known of the omitted information, Slate would have  
24 behaved differently by not hiring Dahlin or assigning him to any of its clients.

25 195. As a result, Slate was damaged in that it lost both an employee and a  
26 client by Dahlin resigning and committing to employment with Slate's client,  
27 ClickUp. Slate has incurred damages and attorneys' fees and expenses in taking  
28 action to remedy Dahlin's fraud.

1 196. Dahlin's concealment of important facts relating to his employment  
2 was a substantial factor in Slate's harm.

3 197. Dahlin acted willfully and knowingly in his actions and  
4 representations, and his conduct was oppressive and malicious for the purpose of  
5 wrongfully protecting himself and damaging Slate. Slate is entitled to punitive  
6 damages for such conduct.

7 **TENTH CAUSE OF ACTION**

8 **Breach of Contract**

9 **(Against Defendant Dahlin)**

10 198. Slate hereby repeats, realleges, refers to, and incorporates herein by  
11 reference each and every allegation in the preceding and subsequent paragraphs in  
12 this Complaint as though they were set forth in full herein.

13 199. On March 25, 2020, Slate and Dahlin entered into an NDA in order for  
14 Dahlin to engage in independent contractor attorney work for Slate.

15 200. On April 15, 2020, Slate and Dahlin entered into a written employment  
16 contract, wherein Slate hired Dahlin as an Associate Transactional Attorney.

17 201. Pursuant to their agreements, Slate and Dahlin agreed, among other  
18 things, that Dahlin would not compete with Slate or use Slate's trade secret  
19 information or its confidential business and proprietary information for Dahlin's  
20 benefit or to the detriment of Slate.

21 202. Slate has performed all conditions, covenants, and promises required  
22 to be performed on its part in accordance with the terms and conditions of the  
23 written employment contract and nondisclosure agreement, except such conditions,  
24 covenants, and promises, the performance of which have been excused by reason of  
25 Dahlin's acts and omissions.

26 203. By engaging in the acts and omissions alleged herein, Dahlin  
27 materially breached the written employment contract and nondisclosure agreement.

28 204. As a direct and proximate cause of the acts and omissions of Dahlin,

1 Slate has suffered damages, including, general, consequential, incidental, and  
2 special damages, all as yet not ascertained, but in an amount according to proof at  
3 trial, which exceeds the jurisdictional minimum of this Court.

4 **ELEVENTH CAUSE OF ACTION**

5 **Breach of Covenant of Good Faith and Fair Dealing**  
6 **(Against Defendant Dahlin)**

7 205. Slate hereby repeats, realleges, refers to, and incorporates herein by  
8 reference each and every allegation in the preceding and subsequent paragraphs in  
9 this Complaint as though they were set forth in full herein.

10 206. As set forth above, Dahlin entered into a contract and NDA with Slate  
11 for employment as an Associate Transactional Attorney.

12 207. An implied term of the contract for employment that Dahlin entered  
13 into with Slate was the covenant of good faith and fair dealing by each party to not  
14 do anything that would deprive the other of the benefit of the contract. The implied  
15 covenant meant that Dahlin was duty bound from doing anything that would make  
16 performance of the contract detrimental to Slate. Dahlin promised to work for Slate  
17 and in doing so, to utilize Slate's trade secrets and confidential business and  
18 proprietary information in order to perform his duties. Additionally, Dahlin  
19 promised not to usurp business from Slate by use of Slate's trade secrets and  
20 confidential business and proprietary information.

21 208. Dahlin breached the implied covenant of good faith and fair dealing  
22 when he utilized Slate's trade secrets and confidential business and proprietary  
23 information to engage in a business relationship with Slate's client ClickUp.

24 209. As a direct and proximate cause of Dahlin's breach of the covenant of  
25 good faith and fair dealing, Slate has suffered damages, including, general,  
26 consequential, incidental, and special damages, all as yet not ascertained, but in an  
27 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
28 Court.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TWELFTH CAUSE OF ACTION**

**Breach of Duty of Loyalty**

**(Against Defendant Dahlin)**

210. Slate hereby repeats, realleges, refers to, and incorporates herein by reference each and every allegation in the preceding and subsequent paragraphs in this Complaint as though they were set forth in full herein.

211. As a result of his employment with Slate and his execution of the employment contract and NDA, Dahlin owed Slate a duty of loyalty to protect, preserve, and enhance Slate’s interest, and to place those interests before his own when transacting in similar business.

212. Dahlin breached his duty of loyalty to Slate. Specifically, while still employed by Slate, Dahlin breached his duty of loyalty by misappropriating Slate’s trade secrets and confidential business and proprietary information for the purpose of accessing and using such information to compete with Slate.

213. As a direct and proximate result of Dahlin’s breach of the duty of loyalty described herein, Slate has suffered damages, and if Dahlin’s conduct is not stopped, Slate will continue to suffer damages, including, general, consequential, incidental, and special damages, all as yet not ascertained, but in an amount according to proof at trial, which exceeds the jurisdictional minimum of this Court.

214. Dahlin performed the foregoing acts, conduct, and omissions intentionally, maliciously, and oppressively, with the intent and design to damage Slate. By reason of this conduct, Slate is entitled to recover punitive and exemplary damages in an amount to be determined at trial.

**THIRTEENTH CAUSE OF ACTION**

**Aiding and Abetting Breach of Duty of Loyalty**

**(Against Defendants Evans, Smith, Brummette, and ClickUp)**

215. Slate hereby repeats, realleges, refers to, and incorporates herein by reference each and every allegation in the preceding and subsequent paragraphs in

1 this Complaint as though they were set forth in full herein.

2 216. Dahlin breached his duty of loyalty to Slate by misappropriating  
3 Slate's trade secrets and confidential business and proprietary information to engage  
4 in a new business and employment relationship with Slate's client, ClickUp, to his  
5 benefit and to the detriment of Slate.

6 217. Defendants Evans, Smith, Brummette, and ClickUp, were aware that  
7 Dahlin planned to perform this wrongful act and encouraged or substantially  
8 assisted Dahlin in committing this wrongful act, and this encouragement or  
9 assistance was a substantial factor in causing harm to Slate.

10 218. Defendants Evans, Smith, and Brummette personally participated in  
11 the wrongful conduct of aiding and abetting with Dahlin for Dahlin to breach his  
12 duty of loyalty to Slate.

13 219. As a direct and proximate result of Defendants' conduct, Slate's  
14 business was disrupted, and Slate has suffered damages, and if Defendants' conduct  
15 is not stopped, Slate will continue to suffer damages, including, general,  
16 consequential, incidental, and special damages, all as yet not ascertained, but in an  
17 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
18 Court.

19 **FOURTEENTH CAUSE OF ACTION**

20 **Intentional Interference with Contractual Relations**

21 **(Against Defendants Evans, Smith, Brummette, and ClickUp)**

22 220. Slate hereby repeats, realleges, refers to, and incorporates herein by  
23 reference each and every allegation in the preceding and subsequent paragraphs in  
24 this Complaint as though they were set forth in full herein.

25 221. At all times mentioned herein, there existed a valid employment  
26 contract and NDA between Slate and Dahlin regarding the terms of his employment  
27 and the use of Slate's trade secrets and confidential business and proprietary  
28 information.



1 222. Defendants, and each of them, had knowledge of the existence of the  
2 employment relationship between Slate and Dahlin.

3 223. The acts and omissions engaged in by Defendants, and each of them,  
4 as herein alleged, were intentionally designed to disrupt the contractual employment  
5 relationship between Slate and Dahlin.

6 224. Defendants, and each of their acts and omissions as herein alleged,  
7 actually resulted in the disruption of the contractual employment relationship  
8 between Slate and Dahlin.

9 225. Defendants Evans, Smith, and Brummette personally participated in  
10 the wrongful conduct of intentionally interfering with Slate’s contractual  
11 employment relationship with Dahlin.

12 226. As a direct and proximate result of the acts and omissions of  
13 Defendants, and each of them, Slate has suffered damages, including, general,  
14 consequential, incidental, and special damages, all as yet not ascertained, but in an  
15 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
16 Court.

17 227. Defendants performed the foregoing acts, conduct, and omissions  
18 intentionally, maliciously, and oppressively, with the intent and design to damage  
19 Slate. By reason of this conduct, Slate is entitled to recover punitive and exemplary  
20 damages in an amount to be determined at trial.

21 **FIFTEENTH CAUSE OF ACTION**

22 **Negligent Interference with Contractual Relations**

23 **(Against Defendants Evans, Smith, Brummette, and ClickUp)**

24 228. Slate hereby repeats, realleges, refers to, and incorporates herein by  
25 reference each and every allegation in the preceding and subsequent paragraphs in  
26 this Complaint as though they were set forth in full herein.

27 229. At all times mentioned herein, there existed a valid employment  
28 contract and NDA between Slate and Dahlin regarding the terms of his employment

1 and the use of Slate’s trade secrets and confidential business and proprietary  
2 information.

3 230. Defendants, and each of them, knew or should have known of the  
4 existence of the contractual employment relationship between Slate and Dahlin. By  
5 virtue of their attorney-client relationship with Slate as alleged herein, Defendants,  
6 and each of them, owed Slate a duty to refrain from engaging in conduct that could  
7 reasonably and foreseeably result in the disruption of Slate’s contractual  
8 relationship with Dahlin.

9 231. The acts and omissions engaged in by Defendants, and each of them,  
10 as herein alleged, resulted in the actual disruption of the contractual employment  
11 relationship between Slate and Dahlin.

12 232. Defendants Evans, Smith, and Brummette personally participated in  
13 the wrongful conduct of interfering with Slate’s contractual employment  
14 relationship with Dahlin.

15 233. As a direct and proximate result of the acts and omissions of  
16 Defendants, and each of them, Slate has suffered damages, including, general,  
17 consequential, incidental, and special damages, all as yet not ascertained, but in an  
18 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
19 Court.

20 **SIXTEENTH CAUSE OF ACTION**

21 **Intentional Interference with Prospective Economic Relationship**  
22 **(Against Defendants Evans, Smith, Brummette, and ClickUp)**

23 234. Slate hereby repeats, realleges, refers to, and incorporates herein by  
24 reference each and every allegation in the preceding and subsequent paragraphs in  
25 this Complaint as though they were set forth in full herein.

26 235. At all times mentioned herein, there existed an economic relationship  
27 between Slate and Dahlin by virtue of their valid employment contract and  
28 nondisclosure agreement, which outlined the terms of Dahlin’s employment and the

1 use of Slate's trade secrets and confidential business and proprietary information.  
2 This economic relationship carried with it the probability of a future economic  
3 benefit to Slate.

4 236. Defendants, and each of them, had knowledge of the existence of the  
5 economic relationship between Slate and Dahlin.

6 237. The acts and omissions engaged in by defendants, and each of them,  
7 as herein alleged, were intentionally designed to disrupt the economic relationship  
8 between Slate and Dahlin.

9 238. Defendants, and each of their acts and omissions as herein alleged  
10 actually resulted in the disruption of the economic relationship between Slate and  
11 Dahlin.

12 239. Defendants Evans, Smith, and Brummette personally participated in  
13 the wrongful conduct of intentionally disrupting the economic relationship between  
14 Slate and Dahlin.

15 240. As a direct and proximate result of the acts and omissions of  
16 defendants, and each of them, Slate has suffered damages, including, general,  
17 consequential, incidental, and special damages, all as yet not ascertained, but in an  
18 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
19 Court.

20 241. Defendants performed the foregoing acts, conduct, and omissions  
21 intentionally, maliciously, and oppressively, with the intent and design to damage  
22 Slate. By reason of this conduct, Slate is entitled to recover punitive and exemplary  
23 damages in an amount to be determined at trial.

24 **SEVENTEENTH CAUSE OF ACTION**

25 **Negligent Interference with Prospective Economic Relationship**  
26 **(Against Defendants Evans, Smith, Brummette, and ClickUp)**

27 242. Slate hereby repeats, realleges, refers to, and incorporates herein by  
28 reference each and every allegation in the preceding and subsequent paragraphs in

1 this Complaint as though they were set forth in full herein.

2 243. At all times mentioned herein, there existed an economic relationship  
3 between Slate and Dahlin by virtue of their valid employment contract and  
4 nondisclosure agreement, which outlined the terms of Dahlin's employment and the  
5 use of Slate's trade secrets and confidential business and proprietary information.  
6 This economic relationship carried with it the probability of a future economic  
7 benefit to Slate.

8 244. Defendants, and each of them, knew or should have known of the  
9 existence of the economic relationship between Slate and Dahlin. By virtue of their  
10 relationship with Slate as alleged herein, defendants, and each of them, owed Slate  
11 a duty to refrain from engaging in conduct, which could reasonably and foreseeably  
12 result in the disruption of Slate's economic relationship with Dahlin.

13 245. The acts and omissions engaged in by defendants, and each of them,  
14 as herein alleged, resulted in the actual disruption of the economic relationship  
15 between Slate and Dahlin.

16 246. Defendants Evans, Smith, and Brummette personally participated in  
17 the wrongful conduct of disrupting the economic relationship between Slate and  
18 Dahlin.

19 247. As a direct and proximate result of the acts and omissions of  
20 defendants, and each of them, Slate has suffered damages, including, general,  
21 consequential, incidental, and special damages, all as yet not ascertained, but in an  
22 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
23 Court.

24 **EIGHTEENTH CAUSE OF ACTION**

25 **Interference of Contract In At-Will Relationship**

26 **(Against Defendants Evans, Smith, Brummette, and ClickUp)**

27 248. Slate hereby repeats, realleges, refers to, and incorporates herein by  
28 reference each and every allegation in the preceding and subsequent paragraphs in

1 this Complaint as though they were set forth in full herein.

2 249. Upon information and belief, Evans, Smith, and Brummette  
3 intentionally and wrongfully interfered with the at-will employment relationship  
4 between Slate and Dahlin, and that Evans, Smith, and Brummette solicited and/or  
5 induced Dahlin to leave Slate's employ on June 21, 2020.

6 250. Defendants Evans, Smith, and Brummette personally participated in  
7 the wrongful conduct of interfering with the at-will employment relationship  
8 between Slate and Dahlin.

9 251. By Defendants' acts described above, Defendants intentionally and  
10 maliciously disrupted and interfered with Slate's ability to secure the economic  
11 advantage through its ongoing contractual employment relationship with Dahlin.

12 252. Upon information and belief, Defendants' acts of interference with  
13 Slate's contractual employment relationship with Dahlin were independently  
14 wrongful in that Dahlin was encouraged or induced to leave Slate's employ,  
15 previously enjoyed by Slate, and further undermined Slate's contractual  
16 employment relationship by taking away staff necessary to operate Slate's business.

17 253. Through a course of conduct starting on or around April 21, 2020,  
18 Evans, Smith, and Brummette solicited Dahlin to leave Slate's employ contrary to  
19 Dahlin's duty of loyalty owed to Slate.

20 254. With full knowledge of Dahlin's employment with Slate, Evans,  
21 Smith, and Brummette induced Dahlin to leave Slate's employ, which ultimately  
22 contributed to Dahlin's resignation with Slate Law Group. Furthermore, Evans,  
23 Smith, and Brummette acted with knowledge of Dahlin's breach of the duty of  
24 loyalty, all while purporting to be loyal clients of Slate.

25 255. Upon information and belief, Defendants' independently wrongful  
26 conduct, as alleged herein, induced Dahlin to leave his employment with Slate Law  
27 Group.

28 256. Slate had a reasonable probability of being involved in and realizing

1 substantial economic benefit from the at-will relationship with Dahlin and in  
2 realizing economic benefit through its trade secrets and confidential business and  
3 proprietary information and business opportunities interfered with or diverted by  
4 Defendants.

5 257. As a direct and proximate result of the acts and omissions of  
6 Defendants, and each of them, Slate has suffered damages, including, general,  
7 consequential, incidental, and special damages, all as yet not ascertained, but in an  
8 amount according to proof at trial, which exceeds the jurisdictional minimum of this  
9 Court.

10 258. Defendants performed the foregoing acts, conduct, and omissions  
11 intentionally, maliciously, and oppressively, with the intent and design to damage  
12 Slate. By reason of this conduct, Slate is entitled to recover punitive and exemplary  
13 damages in an amount to be determined at trial.

14 **NINETEENTH CAUSE OF ACTION**

15 **Unjust Enrichment**

16 **(Against Defendant Dahlin)**

17 259. Slate hereby repeats, realleges, refers to, and incorporates herein by  
18 reference each and every allegation in the preceding and subsequent paragraphs in  
19 this Complaint as though they were set forth in full herein.

20 260. Dahlin has received the benefit of Slate's trade secrets and confidential  
21 business and proprietary information, as set forth above.

22 261. Dahlin's misappropriation of Slate's trade secrets and confidential  
23 business and proprietary information caused Dahlin to receive a benefit that he  
24 otherwise would not have achieved.

25 262. Dahlin misappropriated the benefit of Slate's trade secrets and  
26 confidential business and proprietary information without providing any benefit or  
27 compensation to Slate.

28 263. Dahlin has been unjustly enriched, and it would be inequitable for

1 Dahlin to be allowed to retain the benefits of Slate’s trade secrets and confidential  
2 business and proprietary information without being ordered to compensate Slate.

3 **TWENTIETH CAUSE OF ACTION**

4 **Unfair Business Practice**

5 **Violation of California Business and Professions Code § 17200**

6 **(Against Defendant Dahlin)**

7 264. Slate hereby repeats, realleges, refers to, and incorporates herein by  
8 reference each and every allegation in the preceding and subsequent paragraphs in  
9 this Complaint as though they were set forth in full herein.

10 265. Dahlin breached his duty of loyalty owed to Slate, and he intentionally  
11 interfered with Slate’s business relationship with its clients, as alleged above. These  
12 acts, among others alleged herein, constituted unlawful and unfair business  
13 practices within the meaning of California Business and Professions Code §§ 17200  
14 et seq.

15 266. Dahlin will profit and continue to profit as a direct and proximate result  
16 of his wrongful conduct.

17 267. As a direct and proximate result of Dahlin’s conduct, Slate’s business  
18 was disrupted and Slate has suffered damages, and if Dahlin’s conduct is not  
19 stopped, Slate will continue to suffer damages, including, general, consequential,  
20 incidental, and special damages, all as yet not ascertained, but in an amount  
21 according to proof at trial, which exceeds the jurisdictional minimum of this Court.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff Slate respectfully prays for relief and judgment  
24 against Defendants, jointly and severally, as follows:

- 25 1. For general damages in an amount in excess of the minimum  
26 jurisdiction of this Court according to proof;
- 27 2. For special damages in an amount in excess of the minimum  
28 jurisdiction of this Court according to proof;

- 1           3.     For costs of the suit herein;
- 2           4.     For punitive and exemplary damages pursuant to California Civil Code
- 3                 § 3294, and/or as otherwise allowed by law;
- 4           5.     For such further and other relief as the Court deems just and proper.

5  
6  
7 Dated: September 10, 2020

Respectfully submitted,

8                                   WHITESLATE, LLP DBA SLATE LAW  
9                                   GROUP

10  
11 By: /s/ Kelly E. DuFord

12                                   KELLY E. DUFORD  
13                                   CHRISTINE R. ROBLES  
14                                   Attorneys for PLAINTIFF  
15                                   WHITESLATE, LLP DBA SLATE LAW  
16                                   GROUP



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Demand is made for a jury trial on all issues so triable.

Dated: September 10, 2020

Respectfully submitted,

WHITESLATE, LLP DBA SLATE LAW  
GROUP

By: /s/ Kelly E. DuFord

KELLY E. DUFORD  
CHRISTINE R. ROBLES  
Attorneys for PLAINTIFF  
WHITESLATE, LLP DBA SLATE  
LAW GROUP