

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

CLEARCAPITAL.COM, INC., a California Corporation,

Plaintiff,

v.

**COMPUTERSHARE INC. a Delaware Corporation,
COMPUTERSHARE PROPERTY SOLUTIONS LLC, a Delaware LLC,
dba PROPERTY SOLUTIONS, PART OF THE COMPUTERSHARE GROUP, and
JAMES SMITH, an Individual and Resident of Colorado**

Defendants.

COMPLAINT

Plaintiff ClearCapital.com, Inc. (“Clear Capital”), by its undersigned counsel, hereby complains against Defendants ComputerShare Inc. (“ComputerShare”), Computershare Property Solutions LLC (“Property Solutions”), and James Smith (“Smith”) (collectively, “Defendants”), an individual, and alleges as follows:

PRELIMINARY STATEMENT

1. Clear Capital was founded in 2001 by Duane Andrews and Kevin Marshall. Messrs. Andrews and Marshall had previously enjoyed success with their founding and launch of REO Network.com (“REO Network”). REO Network is an online directory of screened and highly qualified real-estate professionals that specialize in the re-marketing of real-estate owned (REO) properties—properties acquired by a bank or lender as a result of foreclosure. The REO Network database now lists more than 10,000 screened and highly-qualified brokers, agents, and related vendors.

2. Prior to the founding of REO Network, Mr. Andrews was a successful REO broker in Northern California. Mr. Marshall was a pioneer in the then nascent business-to-business industry. Mr. Andrews had noticed a growing frustration of clients looking for experienced REO brokers to re-market their properties, especially in remote locations that traditionally have not been heavily served by real-estate professionals. Mr. Marshall partnered with Mr. Andrews to create REO Network.

3. The success of this initial partnering of technology and real-estate led Messrs. Andrews and Marshall to later found Clear Capital. Like REO Network, Clear Capital has grown to become an extremely successful enterprise. From its founding during the “Dot Com” crash, the bursting of the “Internet Bubble,” and the devastating recession that followed, Clear Capital has, over the course of 17 years, grown to become one of the most highly regarded property valuation and analytics companies in the nation.

4. Since 2001, Clear Capital has become a leader in property valuation solutions as a direct result of its proprietary technological solutions and its expansive network of local market experts. Clear Capital provides technology platforms that accelerate loan decision making, analytics that provide real-time insight to the real estate market, and valuations that provide professional expertise on the condition, quality, and value of residential and commercial properties nationwide. Clear Capital and its proprietary technological solutions are utilized by lenders, loan servicers, investors, and other real-estate industry professionals across the country.

5. Clear Capital was founded near Lake Tahoe California and has since built its proprietary technological solutions and databases, in part, from its current headquarters in Reno, Nevada. Clear Capital also operates outside of Sacramento, California. Proprietary technology solutions are a core component of Clear Capital’s success, as is the locale of Clear Capital’s business operations and the people who work there. Clear Capital’s operating centers allow the company to attract a diverse

pool of top flight talent while remaining close to the technological hub of Silicon Valley. This proximity helps Clear Capital continue to build its innovative proprietary property valuation services, including but not limited to certain databases and analysis platforms that are the subject of this action.

6. These unique proprietary solutions are in high demand. The United States 2017 housing market was valued at approximately \$31 trillion dollars. Mortgages in 2017 totaled approximately \$10 trillion dollars. This figure represents the highest value of home equity that Americans have ever seen.

7. But despite such staggering figures, home ownership rates in the United States are at all-time lows. In 2004, 69% of all Americans owned homes. Today, that number is approximately 63%. This downward trend corresponds to the tighter credit standards imposed by banks following “The Great Recession” and the housing crisis of 2006-2009. Despite programs designed to lower down payment requirements, mortgage originations have not recovered to pre-crisis levels.

8. In 2016, for example, new first lien mortgages topped \$2 trillion for the first time since the end of the housing crisis. But mortgage originations were still 25 percent lower than their pre-recession average. There remains a critical need in the housing industry to not only ensure that borrowers are credit worthy, but that properties warrant the underwriting extended by banks and other lending institutions, and the liquidity extended by the capital markets. This need requires comprehensive valuation and risk assessment solutions. Enter Clear Capital.

9. Clear Capital is the premium solutions provider for real estate asset valuation and collateral risk assessment for large financial services across the mortgage and lending industries. These solutions include appraisals, broker price opinions, property inspections, post disaster inspections, commercial valuations, value reconciliations, home data indices, quality review analytics, and a SaaS workflow automation platform powered by petabytes of data. Clear Capital is trusted by 47 of the

nation's 50 largest lenders to power critical collateral valuation decisions. Clear Capital prides itself on its award-winning customer service and use of proprietary, progressive technology and databases in providing the best services for its clients.

10. Clear Capital has been a pioneer in the field of Broker Price Opinions (BPOs) since the beginning of the company; Clear Capital has since offered BPOs among its range of products and services. Clear Capital's success with BPOs has been driven in large part by its proprietary network of real estate brokers and agents who specialize in the completion of BPOs for financial institutions. Clear Capital has cultivated this network on a national level, building upon the knowledge first gained in developing REO Network in the early 2000s. Since then, Clear Capital has been leading the industry in its focus on technology, quality, and a business model designed to build strong lasting partnerships with its broker panel.

11. Today Clear Capital's proprietary panel of BPO brokers and agents numbers almost 20,000 active partners. Clear Capital's BPO reports are data-rich, provide aerial imagery, a comparative market analysis, photos of comparables, and a slew of mapping and local market data. Clear Capital further applies two levels of proprietary technology-driven quality assurance to its BPOs: data validation and quality control rules.

12. Clear Capital has also developed a proprietary Collateral Desktop Analysis (CDA) designed to remove pre-funding uncertainty. Clear Capital's CDA solution re-evaluates appraisals so that a comprehensive loan file can be quickly delivered. This appraisal desktop review utilizes a specialized network of review appraisers maintained by Clear Capital and is compliant with the Uniform Standards of Professional Appraiser Practice (USPAP). The Clear Capital CDA can determine if an origination appraisal is adequately supported in forensic due diligence, pre-fund due diligence prior to funding the loan, quality assurance audit in post-fund due diligence for

lenders and investors, and Government Sponsored Enterprise post-board review to determine the reliability of the valuation.

13. Clear Capital has been selected by Freddie Mac (The Federal Home Loan Mortgage Corporation) to power its collateral review of more than \$2 trillion in asset appraisals submitted through the Uniform Collateral Data Portal and to provide the company with in-depth feedback regarding the quality and accuracy of the appraisals. Clear Capital was the first valuation company to be assigned Morningstar Credit Rating's 'MOR RV1' Residential Vendor Ranking, the agency's highest ranking. This top tier ranking affirms Clear Capital's organizational stability, high quality service, and client-drive performance results as a residential vendor producing asset valuations. Morningstar based this ranking on Clear Capital's robust technology environment and industry leading information security practices, effective risk control environment, effective disaster-recovery and business-continuity plan, effective training programs, comprehensive policies and procedures, and solid performance record.

14. Clear Capital has spent more than 15 years and tens of millions of dollars gathering, organizing, and optimizing one of the most complete and organized collections of property data and analytics. Clear Capital's technology, investment, and efforts are protected by an array of intellectual property, including a vast portfolio of trade secrets. The start-up time for any third-party to build an equivalent portfolio of trade secrets, technological solutions, and the necessary national network of qualified local market valuation professionals would take years and upwards of tens of millions of dollars. Misappropriation of Clear Capital's portfolio and proprietary network, therefore, could be a loss worth hundreds of millions of dollars. As such, Clear Capital takes great care and pride in the development, protection, and utilization of its network, trade secrets and corresponding technologies.

PARTIES

15. Plaintiff ClearCapital.com, Inc. is a California corporation with its principal place of business at 10266 Truckee Airport Road, Truckee, California. Clear Capital maintains its operational headquarters at 300 East Second Street, Suite 1405, Reno, Nevada. Clear Capital also maintains facilities at 1410 Rocky Ridge Drive, Suite 250, in Roseville, California.

16. Clear Capital—as noted above—offers premium solutions for real estate asset valuation and collateral risk assessment for large financial services companies across the mortgage and lending industries. Clear Capital's solutions include appraisals, broker price opinions, property inspections, post disaster inspections, commercial valuations, value reconciliations, home data indices, quality review analytics and a SaaS workflow automation platform powered by petabytes of data. Clear Capital prides itself on its award-winning customer service and use of proprietary, progressive technology and databases in providing the best services for its clients.

17. Defendant Computershare Inc. is a corporation incorporated under the laws of Delaware with an office at 8742 Lucent Boulevard, Suite 300, Highlands Ranch, Colorado. Computershare is, on information and belief, the parent company of Computershare Property Solutions, LLC. At all times relevant to this complaint, ComputerShare is believed to have been aware of, to have authorized, to have otherwise ratified, and to have otherwise sought benefit from all of the acts complained of herein as they pertain to Property Solutions.

18. For example, and prior to bringing suit, Plaintiff Clear Capital engaged with Nick Oldfield of ComputerShare (on behalf of Property Solutions) in an attempt to resolve this dispute. Nick Oldfield is believed to be the Chief Financial Officer for ComputerShare. Despite a stated desire for mutual co-operation, Nick Oldfield failed to deliver on any such representations.

19. For example, and prior to bringing suit, Plaintiff Clear Capital engaged with Toby Wells of ComputerShare (on behalf of Property Solutions) in an attempt to resolve this dispute. Toby Wells is believed to be the Chief Executive Officer of ComputerShare's loan servicing division known as Specialized Loan Services. Toby Wells is also believed to be the President of a ComputerShare entity known as ComputerShare Loan Services. ComputerShare's loan servicing divisions and entities are believed to work hand-in-hand with Property Solutions. Despite a stated desire of to explain the acquisition and use of certain proprietary Clear Capital information, Toby Wells failed to deliver on any such representations.

20. For example, and prior to bringing suit, Plaintiff Clear Capital engaged with Brian Sullivan of Property Solutions in an attempt to resolve this dispute. Brian Sullivan is believed to operate from the Highlands Ranch, Colorado, address utilized by Computershare. Despite representations that Property Solutions and its affiliates (including ComputerShare) sought to resolve the presently complained of situation and were provided with specific suggestions to facilitate the same, none of those suggestions were taken upon by Brian Sullivan on behalf of Property Solutions or its affiliates (including Computershare).

21. For example, and prior to bringing suit, Plaintiff Clear Capital engaged with Warren Thomas of Property Solutions in an attempt to resolve this dispute. Warren Thomas is believed to operate from the Highlands Ranch, Colorado, address utilized by Computershare. Despite representations that Property Solutions and its affiliates (including ComputerShare) sought to resolve the presently complained of situation and were provided with specific suggestions to facilitate the same, none of those suggestions were taken upon by Warren Thomas on behalf of Property Solutions or its affiliates (including Computershare).

22. For example, on or about March 23, 2018, outside counsel for Plaintiff Clear Capital was contacted by counsel from a law firm purporting to represent

Computershare and concerning the dispute with Property Solutions. Despite a representation that counsel from that law firm would “be back in touch . . . next week,” no such further contact occurred the next week or since then.

23. ComputerShare purports to offer the knowledge and expertise to allow for delivery of a comprehensive suite of property valuation products and services. These services are believed to include appraisal services, value reconciliations, broker price opinions, and additional valuation solutions including but not limited to automated valuation models (AVMs), data and analytics, and custom reports. ComputerShare is believed to attempt to effectuate these services through its subsidiary Property Solutions.

24. Clear Capital spent the better part of two decades building the business and proprietary technology solution and databases misappropriated by Property Solutions and its agents, including but not limited to Smith. Prior to forming Property Solutions, Computershare had no viable appraisal, desktop review, or BPO business. Through Property Solutions and its misappropriation of Clear Capital trade secrets by Smith—ComputerShare has (in less than two years) begun marketing a broad array of products that compete with Clear Capital. This seemingly ‘overnight’ offering of competitive solutions could not have happened but for the misappropriation of Clear Capital’s confidential and proprietary information, trade secrets, and business value.

25. Defendant Computershare Property Solutions LLC f/k/a Computershare Mortgage Systems is believed to be a subsidiary of Computershare and to operate in concert with its parent or otherwise with its explicit or tacit approval, specifically with respect to all allegations complained of herein. Property Solutions operates to provide Appraisal Management Company (AMC) services and solutions, including but not limited to value reconciliation, BPOs, AVMs, as well as other data and analytics and reporting. Property Solutions is a direct and later-to-market competitor of Clear Capital with respect to the foregoing.

26. Defendant James Smith is an individual who, on information and belief, currently resides at 1001 Monroe Way, Superior, Colorado. Smith is the President of Property Solutions. Smith is the former Senior Vice President, National Sales at Clear Capital as well as its Senior Vice President of National Customer Development. Smith held these positions between October 2012 and May 2016. In May 2016, Smith suddenly and unexpectedly provided less than 24 hours' notice of his resignation from his position at Clear Capital to leave for Defendant Property Solutions.

27. In his roles at Clear Capital, Smith was responsible for helping to develop the forthcoming year's sales forecasts. Those forecasts directly affected the corporate development of Clear Capital, including but not limited to corporate marketing strategy. In his roles at Clear Capital, Smith was responsible for overseeing overall company sales, developing leads, following up on those leads, and overseeing Clear Capital's sales team. Smith had direct access to internal and highly proprietary information maintained in confidence and in a secure computing system by Clear Capital. Smith had access to this information on corporate computing property, including but not limited to a company issues laptop as well as a company issues mobile device. Despite repeated demands for the return of Clear Capital corporate computing property, Smith kept those items for months after his sudden and immediate resignation from Clear Capital.

28. Smith also had access to proprietary Clear Capital information by way of a virtual private network (VPN) application that allowed Smith to work remotely from his home in Colorado—far outside the otherwise scrutinizing eye of Clear Capital's secure operational facilities in California and Nevada. This remote 'home access' was extended to a very small group of highly trusted individuals. But for Smith, that small group of highly trusted individuals has upheld the high standards and expectations of trust placed in them by Clear Capital.

JURISDICTION AND VENUE

29. This Court has personal jurisdiction over Defendants by virtue of their wrongful conduct conducted in the State of Colorado and further described below.

30. ComputerShare maintains an office in the State of Colorado and is a foreign entity registered to do business in the State of Colorado. ComputerShare purposely avails itself of the protections of the State of Colorado under the Colorado Revised Statutes. ComputerShare is believed to have acted in concert with Property Solutions by providing direction, guidance, or approval to Property Solutions to act as its agent in engaging in certain acts complained of herein.

31. Property Solutions maintains an office in the State of Colorado and is a foreign entity registered to do business in the State of Colorado. Property Solutions purposely avails itself of the protections of the State of Colorado under the Colorado Revised Statutes. Property Solutions is believed to have acted in concert with ComputerShare by receiving direction, guidance, and approval from ComputerShare to act as its agent in engaged in certain acts complained of herein.

32. Smith is a resident of Colorado. Smith is an employee and officer of Property Solutions. As President of Property Solutions, Smith purports to direct a national team of industry experts in collateral valuation, title, and asset management services. Smith contends that his leadership allows Property Solutions to offer investors and residential lenders comprehensive valuation products and services for both residential and commercial loans. Smith is—at all times—believed to have acted for the direct benefit of Property Solutions and ComputerShare. Smith is—at all times—believed to have acted with both the express and implied permission of Property Solutions and Computer Share.

33. Clear Capital's claims arise under the federal laws of the United States, including but not limited to 18 U.S.C. § 1836. This court has original jurisdiction over the subject matter of Clear Capital's claims against Defendants under 28 U.S.C. § 1331.

This Court has supplemental jurisdiction over Clear Capital's supplemental claims under 28 U.S.C. § 1367 because all claims are so related as to form the same case or controversy.

34. This Court also has subject matter jurisdiction under 28 U.S.C. § 1332. The parties are diverse and the amount in controversy, without interest and costs, exceeds \$75,000.

35. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b). Smith is a resident of Superior, Colorado and Computershare's offices are located at 8742 Lucent Boulevard, Highlands Ranch, Colorado. Property Solutions offices are also located at 8742 Lucent Boulevard, Highlands Ranch, Colorado.

FACTS RELEVANT TO ALL COUNTS

CLEAR CAPITAL'S OPERATIONS AND THOSE OF COMPUTERSHARE AND PROPERTY SOLUTIONS

36. Clear Capital and Property Solutions are both in the business of real estate appraisal, valuation, and analytics, and, therefore, directly compete in the mortgage and lending industries. Property Solutions operates under the direction and guidance of Smith, its President. ComputerShare benefits from the actions of its suspected subsidiary (Property Solutions) by way of its action in the appraisal, valuation, and management marketplace by and through its officers and employees, including Smith.

37. Clear Capital operates in both California and Nevada and services clients in all fifty of the United States. Transactions involving Clear Capital's proprietary technologies and databases regularly and routinely occur across state boundaries in all of the fifty states.

CLEAR CAPITAL'S PROPRIETARY INFORMATION AND TRADE SECRETS

38. Clear Capital maintains and utilizes proprietary databases in its operations. These proprietary databases include, but are not limited to, listings of real estate brokers and agents completing BPO services, listings of appraisers completing appraisal services, data products, report requests, customer lists, MLS analytics, reports including but not limited to BPO and appraisal turn averages, customer statistics, billing information, lead reports, vendor payment information, accounting information, quality assurance data, vendor score cards, vendor panel information, vendor performance information, BPO and appraisal ratings, and business analytics tools.

39. This information is maintained in a secure computing environment that is accessible only to employees on a 'need to access' basis. In his roles as a Senior Vice President at Clear Capital, Smith had access to all of this information by way of a centrally managed authentication framework that controlled employee access to internally hosted proprietary data as well as an internal network drive. None of this information is available to the general public. All of this information requires the use of unique credentials. None of this information is accessible outside of Clear Capital without the use of unique credentials and/or individually assigned private network application utilities. Smith had access to both those credentials and utilities in his trusted role as a Senior Vice President.

40. Clear Capital has built these databases, utilities, and the information accessed in those databases by way of said utilities over the course of nearly 20 years. The quality, detail, and multiple dimensions of this information that is constantly updated, refined, and analyzed is a core component of not only Clear Capital's operations but also its business success. Clear Capital differentiates itself from its competition by leveraging its history and track record to assemble the broadest network of the most talented valuation experts across the country. Clear Capital also provides

the oversight, training, coaching, and scoring to ensure that its network of experts continues to learn, improve, and grow.

41. The foregoing is not a trivial undertaking. Clear Capital has developed extensive technology and human-based processes to learn from each valuation assignment it conducts so that it can continuously improve the performance of its partners and the ultimate quality of every report that it produces. Clear Capital has invested tens of millions of dollars in the development and acquisition of the foregoing information. The value of that information, however, is significantly more.

42. Property Solutions has admitted to having access to this information even though Clear Capital never granted Property Solutions access to this information. Nor would Clear Capital ever grant Property Solutions access to this information. The only means by which Property Solutions could have gained access to this information is by way of Smith, the former Senior Vice President of Clear Capital who is now President of Property Solutions. No other individual affiliated with both Property Solutions and Clear Capital had access to the information identified above prior to Smith's arrival at Computershare's subsidiary Property Solutions and the resulting leak of Clear Capital proprietary information into the databases of Property Solutions as more fully described below.

SMITH'S EMPLOYMENT & CONFIDENTIALITY AGREEMENTS

43. Smith was hired by Clear Capital on October 22, 2012 as a Senior Vice President, National Sales and, later, given the title of Vice President for National Customer Development. In these roles, Smith was responsible for overseeing the development of Clear Capital's sales and development strategy. Smith further managed and was responsible for Clear Capital's sales teams. In order to carry out the responsibilities of his position, Smith was granted executive-level permissions to

sensitive, confidential, and proprietary company information, including but not limited to the Vendor Database and Proprietary Email Addresses as further described below.

44. Smith had *unique* access within Clear Capital as to its proprietary databases and information and how that information would influence the directional growth and development of Clear Capital year-over-year. Smith had influence on Clear Capital's growth plan that was equal or exceeded by few others, including but not limited to its co-founders—Messrs. Andrews and Marshall. Smith was a critical employee with access to the most important trade secrets and information within Clear Capital.

45. As a part of his employment with Clear Capital, Smith signed an Offer of Employment. Smith's signed Offer of Employment included the following term:

Compliance with Policies. You will be expected to continue to comply with our policies and procedures and acknowledge in writing that you have read the Employee Handbook. You will also be expected to sign and comply with a Confidentiality, Trade Secrets and Inventions Assignment Agreement ("Confidentiality Agreement") which, among other things, prohibits the unauthorized use or disclosure of Clear Capital's proprietary information. By making this offer, Clear Capital does not wish to receive or obtain the benefit of any trade secrets or confidential information of any of your former employers. Clear Capital cautions you not to disclose any trade secrets or confidential information of any former employer to anyone at Clear Capital, nor to use any such trade secrets or confidential information for the benefit of Clear Capital. Clear Capital further cautions you not to bring with you any originals or copies of papers, documents, notes, or other materials, whether stored electronically or otherwise, which belong to any former employer or which contain any trade secrets or confidential information of a former employer.

46. As noted in the Offer of Employment, one of the several measures Clear Capital takes in protecting its intellectual property and confidential information is through a Confidentiality, Trade Secrets and Inventions Assignment Agreement ("Confidentiality Agreement"), which is attached hereto as EXHIBIT 1.

47. After having the opportunity to review the Confidentiality Agreement, Smith elected to executed a copy of the Confidentiality Agreement attached herwto as EXHIBIT 1.

48. Section 2(a) of the Confidentiality Agreement signed by Smith defines “Confidential Information” as “all information that has or could have commercial value or other utility in the business in which [Clear Capital] or its Customers are engaged or in which they contemplate engaging.” See EXHIBIT 1. The definition further includes “all information of which the unauthorized disclosure could be detrimental to the interests of Employer or its Customers” and, for example, includes all information concerning customer data, including but not limited to customer lists, any information provided to Smith by a customer, including but not limited to electronic information, documents, software, and trade secrets, computer data information, processes, programs and codes; supplier information and data, technological data, strategies. See EXHIBIT 1.

49. The Confidentiality Agreement required Smith “at all times during or after his employment” to “**hold in trust, keep confidential, and not disclose** to any third party **or make any use of** the Confidential Information of Employer or its Customers.” (emphasis added). See EXHIBIT 1 at Section 2(b).

50. Section 2(b) of the Confidentiality Agreement also expressly provides that “[Smith] acknowledges that he [] is aware that the unauthorized disclosure of Confidential Information of [Clear Capital] may be highly prejudicial to their interests, an invasion of privacy and an **improper disclosure of trade secrets.**” (emphasis added) See EXHIBIT 1.

51. Under Section 9(c) of the Confidentiality Agreement, Smith agreed that “unauthorized taking of [Clear Capital’s] trade secrets could also result in civil liability” and that willful misappropriation may result in an award against [Smith] for triple the amount of [Clear Capital’s] damages and [Clear Capital’s] attorneys’ fees in collecting such damages.” See EXHIBIT 1.

52. The Confidentiality Agreement further sets forth the following term:

Return of Property. In the event of termination (voluntary or otherwise) of Employee's employment with Employer, Employee agrees, promptly and without request, to deliver to and inform Employer of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of Employer or its Customers, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign the attached Schedule B to this Agreement. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of Employer or its Customers.

EXHIBIT 1 at Section 9(b).

SMITH'S MISAPPROPRIATION OF CLEAR CAPITAL'S PROPERTY

53. A well-known and reasonable good practice for monitoring and ensuring proper protections of confidential information and other proprietary information is to provide employees with company laptop computers, and encouraging employees to conduct all business on these company-issued laptops. Accordingly, Clear Capital issued a password-protected laptop with similarly password protected applications, including but not limited to secure remote access applications, such that Smith could use the same in Clear Capital-related business. This laptop remained the property of Clear Capital at all times. Section 9(b) of the Confidentiality Agreement, copied above, required the prompt return of this laptop at the termination of Smith's employment.

54. On May 13, 2016, Smith suddenly and immediately resigned from Clear Capital. Smith's resignation was effectuated to work for a competitor—Property Solutions. Smith was believed to have been contacted and encouraged to depart Clear Capital by ComputerShare to lead its Property Solutions entity.

55. In light of this sudden termination of the employment relationship, Clear Capital requested the return of its property from Smith, including but not limited to, the Clear Capital-issued laptop and mobile device. This request occurred numerous times

over the course of several months and in writing. In many instances, these requests were either completely disregarded or met with now obvious efforts of obstruction including Smith's apparent inability to figure out how to return the Clear Capital laptop by way of a courier or delivery service.

56. Despite the termination of the employment relationship with Clear Capital by Smith and Smith starting in his new position with Property Solutions, Smith did not return the Clear Capital laptop and other proprietary Clear Capital equipment including but not limited to a mobile device until well after his resignation—on or around September 9, 2016. When the laptop was finally returned to Clear Capital, it was returned in a 'wiped' state. Smith had not only removed data from Clear Capital equipment, he had done so without any prompting or request by Clear Capital. This may account for Smith's prolonged retention of the Clear Capital equipment.

57. Clear Capital is informed and believes that Smith intentionally removed information from the laptop. This information could include but is not limited to forensic data that would indicate (1) the nature of the information that had been stored on the laptop, (2) how that information may have been utilized, and (3) whether that information was transferred off of the laptop onto other non-Clear Capital devices. More specifically, Clear Capital is informed and believes and thereon alleges that Smith intentionally and knowingly attempted to remove certain information in the hopes that any evidentiary trace of the type of information that had been on the Clear Capital laptop (including information derived from Clear Capital proprietary sources) would be deleted. This deletion of information, too, deprived Clear Capital of all information contained on that computer, regardless of the intent of Smith in its deletion.

58. Shortly before Smith returned his laptop, Clear Capital received an email solicitation from Property Solutions, which was received by a Clear Capital proprietary group account: mtr.writer@clearcapital.com (the "MTR Writer Account"). As of September 1, 2016, the only emails that the MTR Writer Account received were (1)

internal Clear Capital emails and (2) email responses from one property database from which the email account had requested information.

59. The MTR Writer Account was not publicly available and not publicly searchable. Smith is the only Clear Capital employee to have joined Property Solutions prior to the September 1, 2016 solicitation. As such, the only explanation for Property Solutions sending an email solicitation to the MTR Writer Account is that Smith took the MTR Writer Account email address with him to Property Solutions for the benefit of Property Solution and ComputerShare.

60. On February 6, 2017, Clear Capital received an anonymous email in which an informant apprised Clear Capital that Smith was approaching Clear Capital's clients and offering to sell them the same Clear Capital products at a cheaper price. The email went on to state that Smith was also taking the Clear Capital CDA product, adding his own MLS data, and undercutting the Clear Capital CDA+MLS. Finally, the email informed Clear Capital that Smith is looking to recreate Clear Capital products and may be using Clear Capital intellectual property.

61. As discussed above, Clear Capital CDA is a proprietary product built by Clear Capital that re-evaluates an original appraisal in order for a financial institution to quickly deliver a comprehensive loan file. CDA reports come in a choice of formats: CDA and CDA + Multiple Listing Service (MLS) analytics. A report with MLS analytics is especially useful for jumbo loan and higher risk files as it includes MLS commentary and interior photos for a true condition comparison. Clear Capital has spent the better part of ten years developing its proprietary CDA and CDA + MLS products.

62. On February 9, 2017, Clear Capital sent Smith a letter outlining its concerns relating to Smith attempting to solicit Clear Capital customers by offering repurposed Clear Capital products at lower prices. Clear Capital expressed to Smith that, in its view, Smith was in violation of Section 4 of his Confidentiality Agreement. Clear Capital demanded that Smith cease and desist from using Clear Capital

proprietary products to attempt to solicit Clear Capital's customers. Clear Capital closed its letter by requesting that Smith provide written assurance that he would comply with his obligations under the Confidentiality Agreement. See EXHIBIT 2.

63. On February 21, 2017, Property Solutions—not Smith—responded to Clear Capital. Property Solutions represented that it had “looked into the matter and confirmed that Mr. Smith has not taken any actions in violation of his legal obligations to Clear Capital, under the Confidentiality Agreement or otherwise, in connection with his employment at CMS [Computershare Mortgage Solutions LLC].” Property Solutions further represented that “Mr. Smith has affirmed that he will continue to refrain from taking any action in the course of his employment that would violate any legally enforceable terms of his Confidentiality Agreement.” See EXHIBIT 3. Property Solutions also informed Clear Capital that, “for purposes of all inquiries and discussions into Mr. Smith’s employment at CMS, including compliance with the Confidentiality Agreement, CMS (through the undersigned) will be representing Mr. Smith.” See EXHIBIT 3.

64. On March 3, 2017, Clear Capital responded to Property Solutions letter. In that letter, Clear Capital informed Property Solutions that Clear Capital would continue to monitor the situation. Clear Capital also indicated that it expected Property Solutions to prevent Smith from breaching his legal obligations to Clear Capital on an ongoing basis. See EXHIBIT 4.

65. Notwithstanding these representations, Smith and Property Solutions continued to unlawfully use Clear Capital’s trade secrets and confidential information. Documented e-mail solicitations continued to be sent to several corporate and personal email addresses associated with proprietary broker accounts found *only* on Clear Capital’s internal systems, including the MTR Writer Account (the “Proprietary Email Addresses”). On October 31, 2017, Property Solutions sent an email solicitation for BPO services in Truckee, California. Then on November 17, 2017, an email solicitation

was sent for BPO Services in Loyalton, California, a town close to Clear Capital's corporate offices in Truckee.

66. The Proprietary Email Addresses that received these solicitations do not belong to real estate agents or brokers. These Proprietary Email Addresses are used for internal administrative activities but also serve as 'honeypots' that can help identify potential misappropriation or misuse of said accounts. The Proprietary Email Addresses clearly identified a misappropriation or misuse of said accounts by Smith in accordance with his affiliation with Property Solutions and ComputerShare.

67. The Proprietary Email Addresses that received these solicitations are **only** associated with the performance of BPOs in the Truckee, California, area to the extent that they are found as the point of contact for certain internal administrative accounts in Clear Capital's proprietary vendor database (the "Vendor Database"). Further, the MTR.Writer@clearcapital.com account is a point of contact found **only** in the Vendor Database. There are no other means by which ComputerShare, Property Solutions, or Smith could have had access to the Proprietary Email Addresses but for access to and use of the Vendor Databases.

68. On November 21, 2017, Clear Capital sent Warren Thomas, Vice President, Managing Counsel for ComputerShare, the letter attached hereto as EXHIBIT 5. That letter outlined Clear Capital's concerns of misappropriation and of the violations by Smith of his Confidentiality Agreement. See EXHIBIT 5. In that letter, Clear Capital demanded that Property Solutions (referred to as ComputerShare in the letter) conduct an internal investigation into the matter and report to Clear Capital with written confirmation of its findings. See EXHIBIT 5.

69. On December 22, 2017, Mr. Thomas responded, in part, that:

[t]he Clear Capital email addresses referenced in your email **were entered into Property Solutions' database** inadvertently, and are not pertinent to Property Solutions' business. In an effort to allay concerns of Clear Capital and without any admission of wrongdoing or liability, Property Solutions has removed these profiles from its databases."

See EXHIBIT 6 (emphasis added).

Not only did Property Solutions **admit** that it possessed Clear Capital's proprietary information, Property Solutions also expressly **now** stated that Mr. Smith is not being represented by Property Solutions for purposes of this matter. Smith is the President of Property Solutions. It is uncommon that a company would not represent its President if he had done nothing unlawful in his role as an officer of the company. This representation, too, represented a back-track of prior representations of Smith.

70. But removing these profiles from the Property Solutions and/or ComputerShare database is too little too late. The first email solicitation sent appears and is believed to be a mass invitation to have Clear Capital's broker panel join the Property Solutions panel. Further, the email solicitations were sent via a third party industry portal. That portal, too, may have maintained records of the pilfered email addresses.

71. On March 16, 2018, after months of Clear Capital's executives and internal legal counsel attempting to resolve these issues with Property Solutions' executives, Clear Capital's outside counsel sent both Smith and Property Solutions a cease and desist letter. These letters demanded that each party stop using Clear Capital's proprietary information and provide a written explanation as to **how** Clear Capital's proprietary information "inadvertently" came into Property Solutions' possession and was "inadvertently" included in Property Solutions BPO solicitations.

See, e.g., EXHIBIT 7. As of this filing, ComputerShare, Property Solutions, and Smith have all failed to substantively respond to Clear Capital's demands. Smith has failed to so much as acknowledge the existence of this dispute or Clear Capital's well founded concerns as to the same.

72. Clear Capital developed its trade secrets, including its various databases and access utilities, including but not limited to the Vendor Database, at great expense, and through years of painstaking data gathering, analysis, refinement, quality control, normalization, and cross-referencing. These efforts further include vendor training and performance scoring that seek to and do ensure that the highest performing vendors may be identified for each assignment. Monetary relief may not be sufficient for a misappropriation of these trade secrets. The present dispute may require the Defendants to be permanently enjoined from any competitive gains enjoyed as a result of their misappropriation. These actions may cause (if they have not already caused) severe and irreparable harm to Clear Capital.

73. The property analytics market is experiencing rapid growth and development. The importance of property analytics is more important than ever in light of the financial crises of the last decade, from which the United States is still recovering. The impending period of drastic market growth, as property analytics technology matures and is increasingly commercialized, will set the competitive landscape for the industry going forward. The growth, profitability, and even survival of individual firms will likely be determined by what happens in the next few years. Defendants' exploitation of stolen intellectual property greatly harms Clear Capital during this market maturation process as it deforms the creation of a fair and competitive industry. Allowing the conduct of Defendants to continue, and awarding monetary compensation after the fact, may not sufficiently unravel the harm caused to Clear Capital by Defendants' conduct.

74. There is also the threat that Clear Capital's confidential and proprietary information will be disclosed by Defendants, which will destroy the trade secret value of the technology. This may occur either voluntarily by Defendants for its own publicity purposes or because a regulatory agency requires disclosure for permitting or licensing purposes. There remains the threat, too, that Defendants have already—intentionally or inadvertently—disclosed this information to certain third-party distribution portals as previously described above.

COUNT ONE

Misappropriation of Trade Secrets Under the Defend Trade Secrets Act – 18 U.S.C. § 1836(b)(1) (against all Defendants)

75. Clear Capital repeats and incorporates by reference all prior allegations in the Complaint.

76. Clear Capital's trade secrets were developed at a great expense and were the result of nearly twenty years of research and development. Clear Capital keeps and has kept its trade secrets confidential. Clear Capital's trade secret information is not generally known in the industry or to the public.

77. As Clear Capital's Senior Vice President, National Sales, and National Customer Development, Smith had access to Clear Capital's confidential and proprietary trade secret information during his employment.

78. Clear Capital's clientele require transactions across interstate boundaries. As such, Clear Capital's trade secrets are used in or intended for use in interstate commerce.

79. Clear Capital has taken reasonable steps as part of its ongoing operations to maintain the confidential nature of this information. For example, employees are subject to the terms of confidentiality agreements. Clear Capital maintains its

documents on an internal, password-protected system. Clear Capital personnel are directed to work on the Clear Capital-issued laptops and equipment.

80. Based on the solicitation emails received by the Proprietary Email Addresses, the letters exchanged by and between representatives of Clear Capital and the Defendants, Defendants are alleged to have used and are believed to be continuing to use Clear Capital's trade secrets without any authority, consent, or permission.

81. Defendants are maliciously and willfully using misappropriated confidential, proprietary, and trade secret information to their own advantage in competition with Clear Capital.

82. Defendant Smith acquired the confidential, proprietary, and trade secret information by improper means, including taking such information from his Clear Capital laptop after his sudden departure notwithstanding the fact that he had a duty to return the computer and any information accessed or maintained thereon and, further, cease accessing and using any such confidential, proprietary, and trade secret information. Smith otherwise had a duty to maintain the secrecy of any and all confidential, proprietary, and trade secret information of Clear Capital.

83. Smith disclosed the confidential, proprietary, and trade secret information to the other Defendants without the express or implied consent of Clear Capital.

84. The Defendants acquired Clear Capital's confidential, proprietary, and trade secret information from Smith knowing, or having reason to know, that Smith acquired such information by improper means, had no right to use or distribute such information, and that he had a duty to maintain the secrecy of such information.

85. On information, and belief, Defendants have-- without authority, consent, or permission—shared the misappropriated trade secrets with other unauthorized persons, including without limitation their employees and at least one third-party distribution portal providing solicitation services.

86. As a result of Defendants' misappropriation and use of the confidential, proprietary, and trade secret information of Clear Capital, Defendants have violated the Defend Trade Secrets Act, 18 U.S.C. § 1836(b)(1).

87. As a direct and proximate result of Defendants' violation of the Defend Trade Secrets Act, Clear Capital has sustained and will continue to sustain damages in an amount to be proven at trial.

88. Defendants' actions in converting and misappropriating Clear Capital's confidential, proprietary, and trade secret information for Defendants' own gains was, is, and remains willful, wanton, and malicious, and was undertaken with reckless disregard for Clear Capital's intellectual property rights.

89. Legal or monetary remedies may no longer be sufficient. The egregiousness of the individual and collective acts of the Defendants may be such that injunctive relief is required. Such a conclusion is subject to a determination of the extent of the illicit conduct of the Defendants and the harm caused and that will continue to be caused with respect to Clear Capital and the resulting irreparable harm.

COUNT TWO

Misappropriation of Trade Secrets – C.R.S. § 7-74-101, et. seq. (against all Defendants)

90. Clear Capital repeats and incorporates by reference all prior allegations in the Complaint as if fully set forth herein.

91. Smith had access to Clear Capital's confidential, proprietary, and trade secret information while employed with Clear Capital as its Senior Vice President, National Sales and Senior Vice President, National Customer Development.

92. This confidential, proprietary, and trade secret information includes but is not limited to the Vendor Database and Proprietary Email Addresses. The information,

models, processes, algorithms, workflow, negative knowledge, feature sets, listing of names, score carding, training and data selection, and other information is confidential business information relating to Clear Capital's business, which is secret and of value and, therefore, constitutes trade secrets within the meaning of C.R.S. § 7-74-102(4).

93. Clear Capital maintains and utilizes proprietary databases that include trade secrets, including but not limited to, listings of real estate brokers and agents completing BPO services, listings of appraisers completing appraisal services, data products, report requests, customer lists, MLS analytics, reports including but not limited to BPO and appraisal turn averages, customer statistics, billing information, lead reports, vendor payment information, accounting information, quality assurance data, vendor score cards, vendor panel information, vendor performance information, BPO and appraisal ratings, and business analytics tools.

94. Clear Capital takes reasonable steps to protect the secrecy of its trade secret information, including, but not limited to, limiting access to information and entering into confidentiality agreements.

95. Clear Capital's trade secrets derived economic value from not being readily ascertainable by proper means by others that could obtain economic value from the disclosure and use of Clear Capital's trade secrets.

96. Defendants have, therefore, misappropriated Clear Capital's trade secrets in violation of C.R.S. § 7-74-102(2).

97. Smith acquired Clear Capital's confidential, proprietary, and trade secret information by improper means, including taking such information from a Clear Capital laptop after Smith had suddenly, unexpectedly, and immediately resigned from Clear Capital, during a time that he was prohibited from accessing and/or using such information, and during a time that he had a duty to return both the laptop and all information on that laptop to Clear Capital.

98. Defendants knew or had reason to know that the confidential, proprietary, and trade secret information was acquired by improper means, that Smith was prohibited from accessing and/or using such information, and that Smith otherwise had a duty to maintain its secrecy.

99. Neither Smith nor any other Defendant had express or implied consent to disclose or use Clear Capital's confidential, proprietary, or trade secret information.

100. Defendants' misappropriation was neither accidental nor inadvertent, and instead, was attended by circumstances of fraud, malice, and willful and wanton disregard of Clear Capital's rights.

101. Defendants continue to misuse Clear Capital's confidential, proprietary, and trade secret information, and continue to enjoy the benefits of their prior misuse, and will continue to do so unless enjoined or otherwise forced to disgorge such illicit gains by the Court.

102. Defendants have been unjustly enriched at Clear Capital's expense, and Clear Capital has suffered damage and continues to suffer damage in an amount to be proven at trial, including lost profits, enhanced damages and attorney fees pursuant to C.R.S. § 7-74-104.

COUNT THREE

Misappropriation of Business Value (Against all Defendants)

103. Clear Capital repeats and incorporates by reference the prior allegations of this Complaint.

104. The confidential, proprietary, and trade secret information at issue in this case was a result of Clear Capital's expenditure of labor, skill, and money.

105. The Defendants appropriated Clear Capital's confidential, proprietary, and trade secret information and, therefore, appropriated a product of Clear Capital's labor, skill, and money.

106. Clear Capital has expended labor, skill, and money in other parts of its business, including the formation and retention of customer relationships, its business model, style of doing business, and other business methods and advancements as described in the Preliminary Statement and Facts Relevant to All Counts sections of this Complaint, which have since been appropriated by the Defendants.

107. Clear Capital's business value is derived, in part, from its extensive relationships with brokers, appraisers and customers, and the information maintained in its proprietary databases that include, but are not limited to, listings of real estate brokers and agents completing BPO services, listings of appraisers completing appraisal services, data products, report requests, customer lists, MLS analytics, reports including but not limited to BPO and appraisal turn averages, customer statistics, billing information, vendor payment information, accounting information, quality assurance data, vendor score cards, vendor panel information, vendor performance information, BPO and appraisal ratings, and business analytics tools.

108. No Defendant has had permission or authority to appropriate Clear Capital's confidential, proprietary, and trade secret information, its business model, style of doing business, business methods, or any other product of Clear Capital's labor, skill, and money.

109. As a direct and proximate result of Defendants' appropriation of Clear Capital's confidential, proprietary, and trade secret information, Clear Capital has sustained and will continue to sustain damages in an amount to be proven at trial.

COUNT FOUR

Intentional Interference With Prospective Economic or Business Advantage (Against all Defendants)

110. Clear Capital repeats and incorporates by reference the prior allegations of this Complaint.

111. Clear Capital had a reasonable business expectancy of an ongoing and profitable relationship with its customers.

112. Defendants were aware of Clear Capital's business relationships expectancy from its customers.

113. Defendants intentionally interfered with that expectancy by utilizing protected information to solicit business and interfere with Clear Capital's existing and future customer relationships.

114. Defendants improperly and intentionally induced and otherwise caused at least one business relationship—a financial institution—to refrain from entering into or continuing aspects of a prospective relationship with Clear Capital, including but not limited to a reduction of assigned business engagements with Clear Capital, and therefore prevented Clear Capital from acquiring or continuing the full benefits of that relationship

115. As a direct and proximate result of Defendants' misconduct, Clear Capital has suffered damages, the exact amount to be determined at trial.

116. Defendant's wrongful acts were willful, oppressive, malicious and/or fraudulent, thereby justifying an award of punitive damages.

117. Any legal remedy available to Clear Capital may be inadequate. Thus, Plaintiff may be entitled to temporary, preliminary, or permanent injunctive relief to protect its trade secrets and existing and potential customer relationships during and after these judicial proceedings.

COUNT FIVE

**Breach of Contract
(Against Smith)**

118. Plaintiff repeats and incorporates by reference the prior allegations of this Complaint.

119. Pursuant to Smith's Employment Agreement, which is incorporated herein by reference, Smith was required to comply with the Confidentiality Agreement.

120. Pursuant to Smith's Confidentiality Agreement, which is incorporated herein by reference, Smith was prohibited from disclosing or using for his own purposes Clear Capital's trade secrets and other confidential information.

121. On information and belief, Smith disclosed to third parties some or all of the trade secrets and other confidential information identified herein and has been and is currently using that information to advance the interests of Computershare and/or Property Solutions and to solicit Clear Capital's customers for the benefit of ComputerShare and/or Property Solutions.

122. As a direct and proximate cause of Smith's breach, Clear Capital has suffered damages in an amount to be determined at trial.

123. Any legal remedy available to Clear Capital may be inadequate. Clear Capital is, therefore, entitled to potential temporary, preliminary, and permanent injunctive relief to protect its trade secrets and other legitimate business interests during and after these judicial proceedings.

COUNT SIX

Breach of Implied Covenant of Good Faith and Fair Dealing (Against Smith)

124. Clear Capital repeats and incorporates by reference the prior allegations of this Complaint.

125. Clear Capital's Confidentiality Agreement and Smith's Employment Agreement contain an implied covenant of good faith and fair dealing. This implied covenant obligated Smith to refrain from disclosing or using Clear Capital's proprietary and trade secret information to advance the interest of third parties.

126. Smith breached his implied covenant by committing the unlawful and improper acts alleged in this Complaint.

127. As a direct and proximate result of Smith's misconduct, Clear Capital has suffered damages including lost profits, the exact amount to be determined at trial.

COUNT SEVEN

Civil Conspiracy (Against All Defendants)

128. Clear Capital repeats and incorporates by reference the prior allegations of this Complaint.

129. On information and belief, Defendants knowingly acted in concert to facilitate the theft and improper use of Clear Capital's trade secrets as described in this Complaint. Thus, Defendants are each responsible for the unlawful activities alleged in this Complaint.

130. As a direct and proximate result of Defendants' misconduct, Clear Capital has suffered damages, the exact amount to be determined at trial.

131. Defendant's wrongful acts were willful, oppressive, malicious and/or fraudulent, thereby justifying an award of punitive damages.

COUNT EIGHT

Violation of Computer Fraud and Abuse Act, 18 U.S.C. § 1030 (Against Smith)

132. Clear Capital repeats and incorporates by reference the prior allegations of this Complaint.

133. Smith violated the Computer Fraud and Abuse Act by intentionally accessing a "protected computer" used in connection with interstate commerce or communication, without and/or in excess of the authorization to improperly and fraudulently obtain Clear Capital's trade secret information.

134. Smith violated the Computer Fraud and Abuse Act by intentionally accessing a "protected computer" used in connection with interstate commerce or communication, without and/or in excess of the authorization to improperly and fraudulently obtain Clear Capital's trade secret information, and by means of his conduct furthered the intended fraud and obtained one or more things of value, including Clear Capital's trade secrets.

135. Smith violated the Computer Fraud and Abuse Act by intentionally accessing a "protected computer" used in connection with interstate commerce or communication, without and/or in excess of the authorization to improperly and fraudulently obtain Clear Capital's trade secret information and, as a result, intentionally caused damage without authorization to a protected computer owned by Clear Capital.

136. The computer system and databases that Smith accessed as described above all constitute a "protected computer" within the meaning of the Computer Fraud and Abuse Act.

137. Smith's intentional and/or reckless conduct proximately caused damage to Plaintiff in excess of \$5,000, the exact amount to be proven at trial.

COUNT NINE

Conversion (Against Smith)

138. Clear Capital repeats and incorporates by reference the prior allegations of this Complaint.

139. Instead of compensating Clear Capital for the use of its property, Smith intentionally and willfully entered into Clear Capital's password protected systems, without permission, and took possession of Clear Capital's trade secrets, all of which were stored on its computer system.

140. This property is the sole and exclusive property of Clear Capital. Clear Capital has the exclusive right to possession and distribution of its property, which is valuable to it and its business.

141. Clear Capital did not consent to Smith's copying, downloading, removal, retention or redistribution of its property, including but not limited to its trade secrets.

142. Smith has knowingly exercised control of Clear Capital's proprietary, confidential and trade secret information, which is of value without authorization.

143. Smith had the intent to permanently deprive Clear Capital of its proprietary, confidential, and trade secret information, including not only transferring certain information to Property Solutions but also the obfuscation, deletion, or destruction of information from Clear Capital computing devices regardless of the intended purpose of the same.

144. Smith has been in illicit possession of this property since his sudden resignation and departure from Clear Capital. Smith may obtained unjust and

substantial benefit from the distribution of Clear Capital's property to third parties without Clear Capital's consent and without paying for the property, including but not limited to its trade secrets.

145. Smith's taking of Clear Capital's property and likely sale and/or distribution and/or use of the property has and will continue to interfere with and diminish Clear Capital's rights in the property, including but not limited to its trade secrets.

146. Allowing Smith to retain the benefits received as a result of his wrongful acts would unjustly benefit Smith at Clear Capital's expense.

147. As a direct and proximate result of Smith's actions, Clear Capital has lost and will continue to lose profits from potential purchasers of its services, in an amount to be determined at trial. Smith's wrongful conduct was a substantial factor in causing Clear Capital's harm.

148. Clear Capital is entitled to an award of the value of the property taken, with interest, and other damages in an amount to be proven at trial. In addition, Clear Capital is entitled to a return of its property, and to restitution for Smith's wrongfully obtained gains.

PRAYER FOR RELIEF

WHEREFORE, Clear Capital prays for relief as follows:

- a. Judgment in Clear Capital's favor and against Defendants on all causes of action alleged herein;
- b. For damages in an amount to be further proven at trial, including trebling of all damages awarded;
- c. For injunctive relief;
- d. For judgment that this is an exceptional case;

- e. For punitive damages;
- f. For restitution;
- g. For costs of suit incurred herein;
- h. For prejudgment interest;
- i. For attorneys' fees and costs; and
- j. For such other and further relief as the Court may deem to be just and proper.

DEMAND FOR JURY TRIAL

Jury trial demanded as to all causes of action.

Respectfully submitted,

April 6, 2018

/s/ Colby B. Springer
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