

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

AUSTIN DIVISION

CBRE, INC.

Plaintiff,

vs.

Case No. 17-CV-1012

CARRIE CAESAR, and JACK (TODD)
MILLS

Defendants.

VERIFIED COMPLAINT FOR PRELIMINARY INJUNCTIVE RELIEF

Comes now, the Plaintiff, CBRE, Inc. (“CBRE”), and, for its Verified Complaint for a preliminary injunction pending arbitration against the Defendants Carrie Caesar (“Caesar”) and Jack (Todd) Mills (“Mills” and, collectively, “Defendants”) states:

PARTIES

1. Plaintiff, CBRE, is a corporation organized under the laws of the state of Delaware and doing business in the state of Texas. CBRE’s principal place of business is 400 South Hope Street, Suite 25, Los Angeles, California 90071. CBRE is a commercial real estate company serving clients throughout the United States and across the world.

2. Defendant Caesar is a resident of San Antonio, Bexar County, Texas. Caesar’s residential address is 111 Oakleaf, San Antonio, Texas 78209. Caesar is a former employee of CBRE whose last day of employment with CBRE was August 15, 2017. Caesar is a real estate salesperson. At the time of her resignation, Caesar was a Qualified Real Estate Agent who held

the position of First Vice President in CBRE's Investment Properties/Institutional Group in San Antonio, Texas.

3. Defendant Mills is a resident of San Antonio, Bexar County, Texas. Mills' residential address is 303 Contour, San Antonio, Texas 78212. Mills is a former employee of CBRE whose last day of employment with CBRE was August 15, 2017. Mills is a real estate salesperson. At the time of his resignation, Mills was a Qualified Real Estate Agent who held the position of Executive Vice President in CBRE's Investment Properties/Institutional Group, in Austin and San Antonio, Texas.

JURISDICTION AND VENUE

4. This Court has original, subject matter jurisdiction pursuant to 28 U.S.C. § 1331, because Plaintiff has claims arising under the Economic Espionage Act, as amended by the Defend Trade Secrets Act, 18 U.S.C. § 1832 *et. seq.*

5. This Court has supplemental jurisdiction over the state-law claims pursuant to 28 U.S.C. § 1367, because those claims are related to CBRE's federal claim that forms part of the same case or controversy.

6. This Court has personal jurisdiction over the Defendants because they have each done business in the State of Texas and this District, and CBRE's claims arise out of those contacts.

7. Venue is proper with this Court pursuant to 28 U.S.C. § 1391 because the events giving rise to CBRE's claims occurred in this District.

FACTUAL ALLEGATIONS

8. Defendants have wrongfully accessed and, on information and belief, have misappropriated confidential, proprietary, and trade secret information from CBRE, resulting in probable imminent and irreparable injury to CBRE. CBRE, therefore, seeks a preliminary

injunction pursuant to Federal Rule of Civil Procedure 65 enjoining the Defendants as described in CBRE's contemporaneously filed Verified Motion for Temporary Restraining Order and Preliminary Injunction in order to protect the status quo pending arbitration of its claims.¹

9. CBRE is a commercial real estate company serving clients throughout the United States and across the world. In the course of its business, CBRE has invested significant time and resources studying market trends, national sales data, and other information to assist clients in all sectors of the economy. These materials constitute trade secrets and are the confidential and proprietary information of CBRE.

10. A substantial part of CBRE's business is the gathering, analyzing, and compiling of information. Specifically, CBRE maintains and is constantly developing client lists, brokerage and real estate contracts, marketing plans, marketing materials, market research, market trends and forecasts, market evaluations, valuations, and comparable sales for all industries it services. These materials constitute trade secrets and are the confidential and proprietary information of CBRE.

¹ CBRE's contracts with Defendants each contain arbitration provisions. But the parties specifically contracted for the right to seek injunctive relief in court, pending arbitration of the underlying claims. The arbitration provisions state: "Notwithstanding the foregoing, without waiving the right to arbitration, either party may seek provisional relief from a court, to the extent provided by applicable federal or state law, upon the ground that the award to which the party may be entitled may be rendered ineffectual without provisional relief." Federal and state courts in Texas also recognize that parties may obtain injunctive relief in court to protect the status quo pending arbitration. *Joseph Chris Pers. Servx. Inc. v. Rossi*, 249 F. App'x 988, 989 (5th Cir. 2007) ("Texas state law expressly permitted [plaintiffs] to file suit to, among other things, obtain an injunction."); *Amegy Bank Nat. Ass'n v. Monarch Flight II, LLC*, 870 F. Supp. 2d 441, 451 (S.D. Tex. 2012) ("Because this court may issue a preliminary injunction to preserve the status quo pending arbitration, the preliminary injunction previously entered against Johnson remains in this court despite the order compelling arbitration."); *FUNimation Entm't v. SC Films Int'l, Inc.*, No. 4:13-CV-329, 2013 WL 5770383, at *5 (E.D. Tex. Oct. 24, 2013) ("The Federal Arbitration Act does not preclude a court from issuing injunctive relief, including a preliminary injunction, to preserve the status quo during the process of arbitration, where the contract at issue reflects a consensus of the parties that such relief was contemplated."). Thus, CBRE seeks injunctive relief from this Court as permitted under the parties' contracts as well as applicable law, pending arbitration of CBRE's underlying claims.

11. CBRE has spent significant resources developing the materials described above for the exclusive use of its employees, clients and potential clients. These materials, and the information contained therein, are, in part, what separates CBRE from its competitors. These materials constitute trade secrets and are the confidential and proprietary information of CBRE.

12. Over time, CBRE has developed and refined contracts for use in specific sectors of the economy, including the real estate sales market, as well as others. These contracts constitute trade secrets and are the confidential and proprietary information of CBRE.

13. The contract templates developed by CBRE constitute CBRE's intellectual property in that they are highly manuscripted. The templates give CBRE a competitive advantage and disclosure of the templates would cause considerable harm to CBRE as it would allow its competitors to see where and how they could potentially undermine CBRE. CBRE protects the contract templates from disclosure by permitting access only to authorized employees with log-in credentials and passwords.

14. Many of CBRE's brokerage contracts with third parties contain confidentiality provisions themselves. These confidential contracts are stored on CBRE networks that can only be accessed by authorized persons who have login-in credentials and passwords. Network access to specific contracts is often further restricted to the salespersons who have the client relationship so that even other CBRE brokers in the same office would not have access to certain client files.

15. Trade secrets and confidential and proprietary information, such as client lists and lists of potential clients or prospects, are housed on CBRE's private computer network. Access to the network requires approved user credentials and passwords. In the Austin and San Antonio offices where the Defendants worked, an employee's network access to CBRE's brokerage team folders is limited to the folders for the team of which the employee is a part.

16. CBRE employs reasonable policies and procedures to ensure the secrecy of its trade secret, proprietary, and confidential information. By accepting CBRE's offer of employment, employees agree not to disclose trade secrets or confidential, proprietary information. Similarly, CBRE's company policies and procedures hold all CBRE employees and agents to high standards of personal conduct including, among other things, that employees and agents must protect CBRE's confidential and trade secret information. As described below, both Defendants acknowledged receipt of, and agreement with, the above-referenced policies and both executed contracts that also specifically prevented them from using or disclosing CBRE confidential, proprietary and trade secret information post employment.

17. Prior to Caesar and Mills being hired by CBRE, CBRE had developed significant business and expertise in the real estate sales industry. CBRE had gathered and synthesized data compiled over time related to the real estate sales industry, constantly refining the information to make it invaluable to its business and its clients. CBRE has continued to grow the real estate market and has developed tools to allow it and its brokers to succeed in this industry.

18. At the time of Caesar and Mills' hires, CBRE offered them the opportunity to learn about the real estate sales market with the substantial knowledge and information CBRE had amassed over the years, including its trade secrets and other confidential and proprietary information, which CBRE has taken reasonable measures to protect.

19. The information described above derives independent economic value from not being generally known to or readily ascertainable through proper means by another person who could obtain economic value from the disclosure or use of the information. CBRE has expended significant amounts of time and labor over years to develop these confidential compilations and vast sources of information and if competitors gained access to the information it would allow

them to gain unfair competitive advantage through the knowledge, information, and contacts that CBRE has developed over years and to undercut CBRE across numerous markets, thereby causing significant harm to CBRE.

A. Facts Relating to Caesar.

20. Caesar was an employee of CBRE from early 2000 until August 15, 2017. While employed by CBRE, Caesar specialized in the sale of real estate.

21. On October 27, 2016, Caesar executed a Broker-Salesperson Contract (“BSC”). A true and correct copy of the BSC is attached hereto as **Exhibit 1**.

22. Paragraph 3 of that BSC provides, among other things, that Caesar “shall read and be governed by CBRE’s General Rules and Policies in effect as of the date of this BSC, and any modifications, additions, or amendments thereto (herein collectively referred to as “CBRE’s Policies”) and CBRE’s standard office procedures which shall be binding on CBRE and Salesperson. CBRE’s Policies are hereby incorporated in this BSC and shall constitute a part hereof, as though set forth in full.”

23. CBRE’s Policy 4.2.1 addresses standards of conduct that CBRE employees are expected to observe, and delineates specific examples of conduct that violate CBRE’s standards, including:

- Malicious or willful destruction, misuse or damage of Company property or supplies;
- Theft of the unauthorized removal, possession, or use of the property of CBRE;
- Breach of fiduciary duty;
- Unauthorized release or possession of confidential or proprietary Company information about CBRE, its employees, customers, or vendors.

A true and correct copy of Policy 4.2.1 is attached hereto as **Exhibit 2**.

24. CBRE's Policy 6.3 addresses confidentiality and non-disclosure of information.

Policy 6.3 states, in part:

I. POLICY

It is the policy of CBRE, Inc. to protect both confidential information concerning the Company, our employees, vendors and clients or any individual or entity with which CBRE maintains a business relationship.

II. PROVISIONS AND CONDITIONS

- A. Directors, employees, contractors, and agents of the Company are prohibited from disclosing to third parties any material information learned during their engagement with CBRE, including but not limited to financial, business, private or confidential information of CBRE, our employees, vendors and clients or any individual or entity with which CBRE maintains a business relationship. The prohibition shall include disclosure to individuals and others inside or outside of the Company. Confidential information may be used for the purposes for which it is provided but only when authorized and necessary to maintain ongoing business activities properly and effectively. This policy extends to all material, non-public information whether acquired in the scope of the employment relationship or otherwise.
- B. Directors, employees, contractors and agents of the Company are prohibited from disclosing any material information about any individual or entity with which CBRE has or had a business relationship where such information is specifically designated as confidential, or should reasonably be considered confidential, and is acquired in the scope of the business relationship.

A true and correct copy of Policy 6.3 is attached hereto as **Exhibit 3**.

25. Pursuant to the BSC, Caesar agreed to maintain the confidentiality of CBRE's sensitive business information and not to use that information for any commercial purpose.

Paragraph 17 of the BSC provides:

- 17. A. Salesperson acknowledges that all forms, documents, papers, records, files, computer software, application systems and programs, and other materials prepared or received by Salesperson which pertain to CBRE's business, including letters to Salesperson and copies of letters sent by Salesperson, are the property of CBRE. Salesperson further acknowledges that all information, including

information in machine readable form (e.g., magnetic disk, magnetic tape, etc.), disclosed to or developed by Salesperson during Salesperson's employment by CBRE relating to CBRE's business, including without limitation, CBRE's listings, the identify of and information concerning potential or actual clients, and specialized techniques developed or used by CBRE (other than disclosure of specific listings in the ordinary course of business) are the exclusive property of CBRE. Unless CBRE informs Salesperson that any such information is not to be taken from CBRE's office, nothing contained herein shall prohibit Salesperson from using and retaining such documents or equipment away from CBRE's office so long as such actions are in furtherance of Salesperson's duties contemplated by this BSC.

B. Salesperson agrees to maintain as confidential and not to disclose to others or use for any commercial purpose, for the duration of Salesperson's employment with CBRE and for a period of two years following the termination of Salesperson's employment with CBRE, any confidential information to which the Salesperson has access or exposure as a result of the performance of Salesperson's services for CBRE. "Confidential Information" is defined as any of CBRE's information, without regard to form, which is not commonly known by or available to the public and which information (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Such Confidential Information includes, but is not limited to, CBRE's listings, the identify of and information concerning potential or actual clients, and specialized techniques developed or used by CBRE (other than disclosure of specific listings in the ordinary course of business).

A true and correct copy of Caesar's BSC is attached hereto as **Exhibit 1**.

26. As an employee of CBRE, Caesar had access to CBRE's confidential and proprietary information. This information constituted CBRE's trade secrets and its confidential and proprietary information.

27. On August 15, 2017, Caesar presented Scott Senese, Senior Managing Director of CBRE, with her resignation letter. A true and correct copy of this resignation letter is attached hereto as **Exhibit 4**. At the time that she resigned, Caesar told Senese that she was leaving CBRE to go work for a direct competitor of CBRE.

28. At no time did CBRE authorize Caesar to review, copy, delete, or otherwise modify any CBRE trade secrets or other confidential or proprietary information of CBRE, except as necessary and to be used within the ordinary course of her employment with CBRE for the benefit of CBRE and its clients and potential clients.

29. Any trade secrets or other confidential or proprietary information of CBRE that Caesar reviewed, copied, deleted, or otherwise modified to be used for the benefit of anyone other than CBRE were accessed and utilized without the authorization of CBRE.

30. After Caesar's departure, CBRE learned that Caesar had engaged in highly suspicious electronic activity shortly before her departure from CBRE, including accessing, deleting or otherwise modifying a large volume of CBRE documents.

31. Caesar's activity on CBRE computer systems produced an electronic log of highly suspicious "events" generated by Caesar between January 1, 2017, and August 15, 2017, on the CBRE network drive utilized by her. An "event" is an action performed by a user on CBRE's network drive, such as creating, deleting, modifying, accessing, or renaming an electronic file or folder.

32. The electronic log of events revealed that in August 2017, Caesar performed 30,381 events on CBRE's network drive. In contrast, between January 2017 and July 2017, the average total number of events performed by Caesar on the CBRE network drive was only about 7,200 per month.

33. Caesar's activity in August 2017 showed a significant spike in events by Caesar on the CBRE network drive on the weekend immediately before she announced her resignation from the company on August 15, 2017. The chart below shows that on the weekend before her departure, Caesar performed 26,626 events on CBRE's network drive:

Date	Event Count
Saturday, August 12, 2017	8,090
Sunday, August 13, 2017	15,276
Monday, August 14, 2017	3,260

34. Within this universe of the 26,626 electronic events over the weekend before she resigned, upon information and belief, Caesar accessed 22,792 files, changed 6 files, and removed 3,828 files. Specifically, on August 12, 2017, Caesar accessed approximately 4,390 electronic files from CBRE's network drive in 7 hours' time. On August 13, 2017, Caesar accessed 15,276 files on CBRE's network drive in 14 hours' time. On August 14, 2017, Caesar accessed 3,126 files on CBRE's network drive in 5 hours' time. The volume and timing of these activities indicate that voluminous electronic files likely were copied or transferred collectively from CBRE's computer network by Caesar because the access events could not have been performed manually in the timeframe in which they occurred.

35. Further, a third-party forensic review of Caesar's CBRE issued laptop showed that during those three days prior to her resignation announcement, Caesar plugged in an external hard drive and accessed multiple folder paths.

36. Caesar's network activity is consistent with someone copying large volumes of data onto an external drive or cloud storage site.

37. Caesar also deleted files from CBRE's computer systems shortly before her resignation.

38. Caesar was still an employee of CBRE with a duty of loyalty to CBRE at the time of these events.

39. CBRE did not authorize Caesar to copy or delete any of these files or any other trade secrets or other confidential or proprietary information belonging to CBRE.

40. Upon information and belief, Caesar is in possession of trade secrets, and other confidential or proprietary information belonging to CBRE. Caesar left CBRE to go work for a direct competitor of CBRE and Caesar is, to date, working for a direct competitor of CBRE.

41. Upon information and belief, Caesar is using or intends to use the trade secrets and other confidential and proprietary information that she misappropriated from CBRE to unfairly compete with CBRE to her benefit and CBRE's detriment. Caesar will engage in further wrongful acts and unfair competition if not enjoined, especially because Caesar left CBRE to work for a direct competitor of CBRE and is still working for a direct competitor.

B. Facts Relating to Mills

42. Mills was an employee of CBRE from 1995 until August 15, 2017. While employed by CBRE, Mills specialized in the sale of real estate.

43. On February 6, 2017, Mills executed a BSC and Addendum to the same. A true and correct copy of the BSC and Addendum is attached hereto as **Exhibit 5**.

44. Paragraph 3 of that BSC provides, among other things, that Mills "shall read and be governed by CBRE's General Rules and Policies in effect as of the date of this BSC, and any modifications, additions, or amendments thereto (herein collectively referred to as "CBRE's Policies") and CBRE's standard office procedures which shall be binding on CBRE and Salesperson. CBRE's Policies are hereby incorporated in this BSC and shall constitute a part hereof, as though set forth in full."

45. CBRE's Policy 4.2.1 addresses standards of conduct that CBRE employees are expected to observe, and delineates specific examples of conduct that violate CBRE's standards, including:

- Malicious or willful destruction, misuse or damage of Company property or supplies;
- Theft of the unauthorized removal, possession, or use of the property of CBRE;
- Breach of fiduciary duty;
- Unauthorized release or possession of confidential or proprietary Company information about CBRE, its employees, customers, or vendors.

A true and correct copy of Policy 4.2.1 is attached hereto as **Exhibit 2**.

46. CBRE's Policy 6.3 addresses confidentiality and non-disclosure of information.

Policy 6.3 states, in part:

I. POLICY

It is the policy of CBRE, Inc. to protect both confidential information concerning the Company, our employees, vendors and clients or any individual or entity with which CBRE maintains a business relationship.

II. PROVISIONS AND CONDITIONS

- A. Directors, employees, contractors, and agents of the Company are prohibited from disclosing to third parties any material information learned during their engagement with CBRE, including but not limited to financial, business, private or confidential information of CBRE, our employees, vendors and clients or any individual or entity with which CBRE maintains a business relationship. The prohibition shall include disclosure to individuals and others inside or outside of the Company. Confidential information may be used for the purposes for which it is provided but only when authorized and necessary to maintain ongoing business activities properly and effectively. This policy extends to all material, non-public information whether acquired in the scope of the employment relationship or otherwise.
- B. Directors, employees, contractors and agents of the Company are prohibited from disclosing any material information about any individual

or entity with which CBRE has or had a business relationship where such information is specifically designated as confidential, or should reasonably be considered confidential, and is acquired in the scope of the business relationship.

A true and correct copy of Policy 6.3 is attached hereto as **Exhibit 3**.

47. Pursuant to the BSC, Mills agreed to maintain the confidentiality of CBRE's sensitive business information and not to use that information for any commercial purpose.

Paragraph 17 of the BSC provides:

17. A. Salesperson acknowledges that all forms, documents, papers, records, files, computer software, application systems and programs, and other materials prepared or received by Salesperson which pertain to CBRE's business, including letters to Salesperson and copies of letters sent by Salesperson, are the property of CBRE. Salesperson further acknowledges that all information, including information in machine readable form (e.g., magnetic disk, magnetic tape, etc.), disclosed to or developed by Salesperson during Salesperson's employment by CBRE relating to CBRE's business, including without limitation, CBRE's listings, the identify of and information concerning potential or actual clients, and specialized techniques developed or used by CBRE (other than disclosure of specific listings in the ordinary course of business) are the exclusive property of CBRE. Unless CBRE informs Salesperson that any such information is not to be taken from CBRE's office, nothing contained herein shall prohibit Salesperson from using and retaining such documents or equipment away from CBRE's office so long as such actions are in furtherance of Salesperson's duties contemplated by this BSC.

B. Salesperson agrees to maintain as confidential and not to disclose to others or use for any commercial purpose, for the duration of Salesperson's employment with CBRE and for a period of two years following the termination of Salesperson's employment with CBRE, any confidential information to which the Salesperson has access or exposure as a result of the performance of Salesperson's services for CBRE. "Confidential Information" is defined as any of CBRE's information, without regard to form, which is not commonly known by or available to the public and which information (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Such Confidential Information includes, but is not limited to, CBRE's listings, the identify of and information concerning potential or actual clients, and specialized techniques developed or used by CBRE (other than disclosure of specific listings in the ordinary course of business).

A true and correct copy of Mills' BSC is attached hereto as **Exhibit 5**.

48. As an employee of CBRE, Mills had access to CBRE's confidential and proprietary information. This information constituted CBRE's trade secrets and its confidential and proprietary information.

49. On August 15, 2017, Mills presented Scott Senese, Senior Managing Director of CBRE, with his resignation letter. A true and correct copy of this resignation letter is attached hereto as **Exhibit 6**. At the time that he resigned, Mills told Senese that he was leaving CBRE in order to begin employment with a direct competitor of CBRE.

50. At no time did CBRE authorize Mills to review, copy, delete, or otherwise modify any CBRE trade secrets or other confidential or proprietary information of CBRE, except as necessary and to be used within the ordinary course of his employment with CBRE for the benefit of CBRE and its clients and potential clients.

51. Any trade secrets or other confidential or proprietary information of CBRE that Mills reviewed, copied, deleted, or otherwise modified to be used for the benefit of anyone other than CBRE were accessed and utilized without the authorization of CBRE.

52. After Mills' departure, CBRE learned that Mills had engaged in highly suspicious electronic activity shortly before his departure from CBRE, including accessing, deleting or otherwise modifying a large volume of CBRE documents.

53. Mills' activity on CBRE computer systems produced an electronic log of highly suspicious "events" generated by Mills between February 2017, and August 15, 2017, on the CBRE network drive utilized by him. An "event" is an action performed by a user on CBRE's network drive, such as creating, deleting, modifying, accessing, or renaming an electronic file or folder.

54. The electronic log of events revealed that in August 2017, Mills opened 7,960 files from the network. In contrast, during the six-month period between February 1, 2017 and July 31, 2017, Mills' activity indicates that he opened a total of 1,912 files.

55. On August 3, 2017, Mills opened 1,300+ files on CBRE's network in .50 hours' time. On August 8, 2017, Mills opened 600+ files on CBRE's network drive in 7 minutes' time. On August 11, 2017, Mills opened 3,800+ files on CBRE's network drive in 8.5 hours' time. On August 13, 2017, Mills opened 350+ files on CBRE's network drive in .50 hours' time. On August 15, 2017, Mills opened 1,450+ files on CBRE's network drive in 2 hours' time. The volume and timing of these activities indicate that voluminous electronic files likely were copied or transferred collectively from CBRE's computer network by Mills because the access events could not have been performed manually in the timeframe in which they occurred.

56. The electronic log of events also revealed that in August 2017, Mills deleted 5,419 files/folders from the network. In contrast, from February 1, 2017, until July 31, 2017, Mills' activity indicates that he deleted only 17 files/folders from the network. In the month of August 2017, when Mills deleted 5,419 files/folders from the network, most of that activity occurred the week immediately prior to his departure from CBRE:

Date	File/Folders Deleted Count
August 10, 2017	2,758
August 14, 2017	783
August 15, 2017	1,550

57. Further, a third-party forensic review of Mills' CBRE issued laptop showed that during the days prior to his resignation announcement, Mills plugged in an external hard drive and accessed multiple folder paths.

58. Mills' network activity is consistent with someone copying large volumes of data onto an external drive or cloud storage site.

59. Mills was still an employee of CBRE with a duty of loyalty to CBRE at the time of these events.

60. CBRE did not authorize Mills to copy or delete any of these files or any other trade secrets or other confidential or proprietary information belonging to CBRE.

61. Upon information and belief, Mills is in possession of trade secrets, and other confidential or proprietary information belonging to CBRE. Mills left CBRE to work for a direct competitor of CBRE and Mills is, to date, working for a direct competitor of CBRE

62. Upon information and belief, Mills is using or intends to use the trade secrets and other confidential and proprietary information that he misappropriated from CBRE to unfairly compete with CBRE to his benefit and CBRE's detriment. Mills will engage in further wrongful acts and unfair competition if not enjoined, especially because Mills left CBRE to work for a direct competitor of CBRE and is still working for a direct competitor.

CAUSES OF ACTION

Count I: Economic Espionage Act, as Amended by Defend Trade Secrets Act **(18 U.S.C. § 1831 *et seq.*)**

63. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-62 of the Complaint.

64. During their employment with CBRE, Defendants misappropriated CBRE's trade secrets related to products and services used in and intended for use in interstate commerce. CBRE undertook reasonable efforts to maintain the secrecy of its information by limiting access to a secured, password-protected network that was only accessible by authorized CBRE employees. Defendants misappropriated CBRE's trade secrets and have received, possessed and

benefited from these trade secrets, knowing they were obtained without authorization. The information that Defendants misappropriated constituted trade secrets protected by the Economic Espionage Act, as amended by the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.*

65. The information derives independent economic value from not being generally known to or readily ascertainable through proper means by another person who can obtain economic value from the disclosure or use of the information.

66. Defendants' misappropriation of CBRE's trade secrets was willful and malicious. CBRE is entitled to exemplary damages in an amount up to twice actual damages awarded.

67. As a direct result of Defendants' misappropriation, CBRE has suffered damages and continues to suffer damage, including incurring attorneys' fees and costs.

68. As a direct result of Defendants' misappropriation, Defendants have been unjustly enriched, and CBRE is entitled to damages for such enrichment.

69. As a direct consequence of Defendants' misappropriation, CBRE is entitled to seizure of the misappropriated information by the U.S. Marshals Service and other injunctive relief because CBRE cannot be adequately compensated in damages.

Count II: Breach of Contract
(Texas Common Law)

70. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraph 1-69 of the Complaint above.

71. Caesar and CBRE entered into a valid and enforceable contract, the BSC attached hereto as **Exhibit 1**.

72. Mills and CBRE entered into a valid and enforceable contract, the BSC attached hereto as **Exhibit 5**.

73. CBRE performed its duties under the BSCs between CBRE and each of the Defendants respectively.

74. The Defendants breached the terms of their respective BSC agreements by, among other things deleting, using and/or disclosing CBRE's confidential, proprietary and trade secret information and, upon information and belief, copying such information, in violation of the BSCs and CBRE's policies.

75. CBRE has sustained damage as a result of Defendants' breach and continues to sustain damage.

Count III: Unjust Enrichment
(Texas Common Law)

76. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-75 of the Complaint.

77. Defendants have accepted, retained, wrongfully secured, and/or used the benefits received and taken from CBRE under circumstances that make it inequitable and unconscionable for Defendants to retain the benefits thereof.

78. Defendants should be required to hold all proceeds of their wrongful conduct in trust for the benefit of CBRE.

Count IV: Breach of Fiduciary Duty and Duty of Loyalty
(Texas Common Law)

79. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-78 of the Complaint.

80. During their employment with CBRE, each Defendant owed CBRE fiduciary duties. At a minimum, Defendants owed CBRE a common-law duty of loyalty, good faith, and fair dealing.

81. During their employment with CBRE, Defendants breached these duties by reviewing, accessing, sharing, removing, deleting and otherwise misappropriating confidential and proprietary business information of CBRE and, upon information and belief, copying such information, in order to further their own interests in direct conflict with CBRE's interests.

82. As a direct consequence of Defendants' conduct, CBRE has suffered damages in an amount to be proven in arbitration including, but not limited to, disgorgement of any profits or benefits Defendants receive as a result of Defendants' disloyal activities.

Count V: Conversion
(Texas Common Law)

83. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-82 of the Complaint.

84. CBRE owned and had possession of the property including, but not limited to, customer and vendor contact information, financial information, costs and profits, customer contracts, listing agreements, customer-specific pricing information, marketing plans, marketing materials, market research, market trends and forecasts, market evaluations, comparable sales and other confidential and proprietary information.

85. Defendants unlawfully, intentionally, and without the authorization of CBRE, assumed and exercised control over the property to the exclusion of CBRE and/or inconsistent with CBRE's rights as an owner by dispossessing, deleting, or intermeddling with CBRE's chattel including, but not limited to, customer and vendor contact information, financial information, costs and profits, customer contracts, listing agreements, customer-specific pricing information, marketing plans, marketing materials, market research, market trends and forecasts, market evaluations, comparable sales and other confidential and proprietary information of

CBRE. Defendants also may have converted and disposed, used, deleted or intermeddled with other items that will be learned after commencement of litigation through the discovery process.

86. CBRE demanded that Defendants return the property and Defendants have, to date, refused to return the property.

87. As a direct result of Defendants' conversion, CBRE has suffered damages in an amount to be proven in arbitration.

Count VI: Texas Uniform Trade Secrets Act

88. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-87 of the Complaint.

89. CBRE maintained materials constituting trade secret including, but not limited to: client lists, customer and vendor contact information, financial information, customer-specific pricing information, brokerage and real estate contracts, marketing plans, marketing materials, market research, market trends and forecasts, market evaluations, valuations, comparable sales, and other confidential trade secrets. CBRE undertook reasonable efforts to maintain the secrecy of its information by limiting access to a secured, password-protected network that was only accessible by CBRE employees.

90. The information derives independent economic value from not being generally known to or readily ascertainable through proper means by another person who can obtain economic value from the disclosure or use of the information.

91. Defendants misappropriated and acquired CBRE's trade secrets through improper means and have received, possessed and benefited from these trade secrets, knowing they were obtained without authorization and in contravention of duties to maintain secrecy.

92. Defendants intend to disclose or use, and/or have disclosed or used, the trade secrets without CBRE's consent.

93. As a direct result, CBRE has suffered damages and continues to suffer damages, including incurring attorneys' fees recoverable under Tex. Civ. Prac. & Rem. Code Ann. § 134A.005.

Count VII: Punitive Damages
(Texas Common Law)

94. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-93 of the Complaint.

95. Defendants' conduct is willful, intentional, and malicious such that CBRE is entitled to an award of punitive damages.

Count VIII Attorneys' Fees
(Tex. Civ. Prac. & Rem. Code § 38.001)

96. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-95 of the Complaint.

97. CBRE is entitled to recover its attorneys' fees in addition to its costs and damages under Tex. Civ. Prac. & Rem. Code 38.001.

Count IX: Injunctive Relief
(Fed. R. Civ. P. 65; Federal Common Law)

98. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-97 of the Complaint.

99. As stated above, CBRE has only recently discovered Defendants' misappropriation of its trade secrets and other confidential and proprietary information. CBRE has spent extensive time and resources developing proprietary research, documents, materials, systems, and conducting comprehensive marketing studies for the benefit of its clients. This

information has created goodwill with CBRE's clients and provides CBRE with economic value and a competitive advantage in the commercial real estate marketplace.

100. Defendants' departure from CBRE with CBRE's trade secrets and other confidential and proprietary information greatly jeopardizes this goodwill and CBRE's ability to serve its clients. The potential effects of Defendants' unfair competition upon CBRE's business are significant. If Defendants are allowed to use the trade secrets and other confidential and proprietary information of CBRE that Defendants absconded with in competition with CBRE, CBRE will suffer irreparable harm. Because, upon information and belief, Defendants possess CBRE's confidential, proprietary, and trade secret information and are in a position to use it, especially given that both Defendants immediately joined a direct competitor of CBRE and still work for a direct competitor of CBRE, probable, imminent, and irreparable injury to CBRE exists.

101. Unless Defendants are enjoined pending arbitration of CBRE's claims and/or ordered by the Court to refrain from using CBRE's trade secrets and other confidential and proprietary information for any purpose, Defendants will continue to violate CBRE's rights. Granting the requested preliminary injunction will ensure that any arbitration award that CBRE may be entitled to will not be rendered ineffectual without such provisional relief. The balance of the equities here tips decidedly in CBRE's favor.

102. In light of Defendants' conduct to date, the Defendants should be immediately restrained from deleting, manipulating, removing, altering, concealing or otherwise affecting any electronically stored information on any computer or device in their care, custody or control, or that they access or have accessed.

103. CBRE respectfully requests this Court to issue an order restraining Defendants from using or divulging CBRE's trade secrets and other confidential and proprietary information, and/or for a preliminary injunction enjoining Defendants from continuing their actions as is a necessary remedy if CBRE is to obtain meaningful relief.

104. CBRE is likely to succeed on the merits for the reasons set forth herein, as well as in the contemporaneously filed Verified Motion for Temporary Restraining Order and Preliminary Injunction.

105. Any hardship accruing to Defendants would not unreasonably outweigh the benefit to CBRE.

106. It is in the public interest to grant the requested injunctive relief.

107. CBRE is entitled to the injunctive relief to prevent it from suffering further irreparable harm before an arbitration on the merits.

REQUEST FOR RELIEF

Having alleged this Complaint against the Defendants, CBRE prays that the Court award the following relief:

1. Temporary orders requiring the Defendants to return to CBRE all documents, data, and other property of CBRE, including any external drives used to upload or transfer electronic information from CBRE's network or any other devices used to obtain CBRE's trade secrets and other confidential and proprietary information;

2. Temporary orders requiring Defendants to undergo a forensic investigation by a third-party neutral, at Defendants' expense, of Defendants' computer and information systems, including computer and information systems that they access or have accessed to capture and identify all media in their possession, custody or control and to isolate and remove from

Defendants' and Defendants' employer's systems all documents, data, and other property of CBRE, including CBRE's trade secrets and other confidential and proprietary information;

3. Temporary orders requiring and enjoining the Defendants from using, either directly or indirectly, any CBRE information improperly obtained by Defendants while employed by CBRE;

4. Temporary orders requiring the Defendants to protect and preserve evidence stored on any device related to the allegations in this matter;

5. Temporary orders requiring the Defendants to refrain from soliciting any CBRE clients or prospective clients, in accordance with Par. 17(C) of their Broker Salesperson Contracts; and

6. For such other and further relief to which this Court deems CBRE may be entitled.

SHOOK, HARDY & BACON L.L.P.

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Attorney for Plaintiff CBRE, Inc.

VERIFICATION OF COMPLAINT

STATE OF ILLINOIS)

COOK COUNTY)

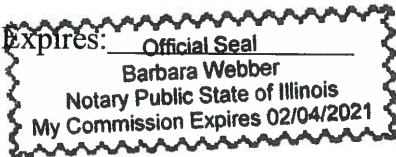
I, Cortney Starble, as an E-Discovery Manager of CBRE, Inc., Chicago, Illinois, being duly sworn, verify the following paragraphs in this Complaint for Preliminary Injunctive Relief: Paragraphs 30-38, and 52-59. I have read the foregoing Complaint and state that the information contained in those paragraphs is true and correct.

Signature: 
CORTNEY STARBLE

Sworn and subscribed before me this
the 23 day of October, 2017.


NOTARY PUBLIC

My Commission Expires:



VERIFICATION OF COMPLAINT

STATE OF TEXAS)

TRAVIS COUNTY)

I, Scott Senese, as Senior Managing Director of CBRE, Inc., Austin, Texas, being duly sworn, verify the following paragraphs in this Complaint for Preliminary Injunctive Relief: Paragraphs 1-3, 8-29, 39-51, and 60-62. I have read the foregoing Complaint and state that the information contained in those paragraphs is true and correct.

Signature: *Scott Senese*
SCOTT SENESE

Sworn and subscribed before me this
the 23rd day of October, 2017.

Jennifer L. Fahlsing
NOTARY PUBLIC

My Commission Expires: 12/18/17

