

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

CBRE, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. _____
)	
JAMES ASHLEY COMPTON, MATHEWS PARTNERS, LLC d/b/a COLLIERS INTERNATIONAL-NASHVILLE, and JANET MILLER)	JURY DEMANDED
)	
Defendants.)	

VERIFIED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Comes now, the Plaintiff, CBRE, Inc. (“CBRE”), and, for its Verified Complaint against the Defendants James Ashley Compton, Mathews Partners, LLC d/b/a Colliers International – Nashville, and Janet Miller (collectively “Defendants”) state:

PARTIES

1. Plaintiff, CBRE, is a corporation organized under the laws of the State of Delaware and doing business in the State of Tennessee. 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 State and across the world.

2. Defendant, James Ashley Compton (hereinafter “Compton”) is a resident of Brentwood, Williamson County, Tennessee. Compton is a former employee of CBRE whose last day of employment with CBRE was November 28, 2016. Compton is a real estate salesperson who specializes in the sale and purchase of real estate in the self-storage industry.

At the time of his resignation, Compton was a Senior Vice President for Investment Properties in CBRE's Self Storage Advisory Group. Compton is currently employed by Defendant, Mathews Partners, LLC d/b/a Colliers International – Nashville ("Colliers").

3. Defendant Colliers is a Limited Liability Company organized under the laws of the State of Tennessee. Colliers' principal place of business is 523 3rd Avenue South, Nashville, Tennessee 3210-2009. Upon information and belief, none of the members of the LLC are residents of the State of California. Colliers is a commercial real estate company and a direct competitor of CBRE.

4. Defendant, Janet Miller (hereinafter "Miller") is a resident of Nashville, Davidson County, Tennessee. Miller is employed as the Chief Executive Officer and Market Leader for Colliers.

JURISDICTION AND VENUE

5. 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.*, and the Computer Fraud and Abuse Act, 18 U.S.C. §1030. This Court also has original subject matter jurisdiction pursuant to 28 U.S.C. ¶1332 because there is complete diversity among the parties.

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

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

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

FACTUAL ALLEGATIONS

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 and analyzing 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, including the self-storage market. These materials constitute trade secrets and are the confidential and proprietary information of CBRE.

11. CBRE has spent significant resources developing the materials described above in paragraph 10 of this Verified Complaint 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 to be utilized in specific sectors of the economy, including self-storage facilities. These contracts constitute trade secrets and are the confidential and proprietary information of CBRE.

13. Employees of CBRE, through CBRE's password protected system, have access to the information and materials developed by the company and stored on its computer networks, including, but not limited to, the information delineated above in Paragraphs 9 through 12 of this Verified Complaint.

14. Prior to Compton being hired by CBRE in 2004, CBRE had developed business and expertise in the self-storage industry. CBRE had gathered and synthesized data compiled over time related to the self-storage industry, constantly refining the information to make it invaluable to its business and its clients. CBRE has continued to grow the self-storage market and has developed tools to allow it and its brokers to succeed in this industry.

15. At the time of Compton's hire, CBRE offered him an opportunity to learn about the self-storage market with the knowledge and information CBRE had amassed over the years, including its trade secrets and other confidential and proprietary information.

16. Compton was an employee of CBRE from February 2004 until November 28, 2016. While employed by CBRE, Compton specialized in the sale and purchase of real estate in the self-storage industry.

17. On February 20, 2004, Compton signed a document acknowledging his receipt and understanding of CBRE's (f/k/a CB Richard Ellis, Inc.) Employee Handbook, dated October 1999. A true and correct copy of Compton's acknowledgment form is attached hereto as **Exhibit A**.

18. CBRE periodically updates its Employee Handbook. CBRE employees are bound by the latest version of the Employee Handbook. See **Exhibit A**.

19. According to the CBRE Employee Handbook in effect at the time of Compton's resignation, CBRE employees are required to adhere to the company's Electronic Communications and Acceptable Use of Technology Policy that states in part:

CBRE's acceptable uses of technology policy protects the substantial investment that the company has made in its various technology and electronic communications systems. This policy includes, but is not limited to CBRE's:

- Telephone, voicemail, fax and e-mail systems
- Computers, including file servers and Web servers
- Software, including operating systems, applications, platforms and fonts; storage media
- Network accounts
- Internet access/browsing
- Instant messaging
- File transfer protocols (FTP)
- PDAs and Blackberries, cell phones and similar devices (collectively "electronic communication systems")

CBRE's electronic communication systems are tools for business communication. The electronic communication systems and all information transmitted by, received from or stored in these systems are the sole property of CBRE. Even though you maintain a personal password, you should have no expectation of privacy in connection with the use of any systems or regarding any information created, stored or transmitted by you. The "deletion" of a message or file may not eliminate the information from these systems and you should have no expectation of privacy for deleted information.

You have the responsibility to use these resources in an efficient, effective ethical and lawful manner for the benefit of CBRE. See IT Policy 5.9 Electronic Communication & Acceptable Use of Technology. You are also responsible for complying with all CBRE IT Security Policies including software licenses, copyright laws, and taking reasonable measures to safeguard and protect our information and computer resources.

A true and correct copy of page 22 from CBRE's Employee Handbook is attached hereto as

Exhibit B.

20. In addition, CBRE maintains Policies and Procedures applicable to all employees.

21. 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 C**.

22. 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 D**.

23. As an employee of CBRE, Compton had access to CBRE's confidential and proprietary information, including, but not limited to, the information delineated above in Paragraphs 9 through 12 of this Verified Complaint. This information constituted CBRE's trade secrets and its confidential and proprietary information.

24. On the morning of November 28, 2016, Compton met with his supervisor, Stephen Kulinski (hereinafter "Kulinski"), a Managing Director of CBRE in Nashville, and told him that he was resigning his position with CBRE, effective immediately, in order to begin working at Colliers as the National Sales Director of Self-Storage Investment Sales. Compton told Kulinski at the time of his resignation that Colliers had instructed him to leave CBRE immediately and without providing any notice. Compton left CBRE's offices less than thirty (30) minutes after this meeting with items from his CBRE office. The items are unknown.

25. On November 28, 2016, Compton presented Kulinski with his resignation letter. A true and correct copy of this resignation letter is attached hereto as **Exhibit E**.

26. Compton began working for Colliers on November 28, 2016, the same day he resigned from CBRE. According to an article from the *Nashville Post* dated November 28, 2016, Colliers "recruited" Compton to be its National Director of Self-Storage Investment Sales. A copy of this article is attached hereto as **Exhibit F**.

27. Miller, in her capacity as the Chief Executive Officer and Market Leader for Colliers, recruited Compton away from CBRE to Colliers and is quoted in the *Nashville Post* article attached hereto as **Exhibit F**.

28. Miller's recruitment of Compton began as early as August 2016. On August 22, 2016 Miller sent an email confirming a series of meetings over breakfast, lunch and drinks regarding the recruitment of Compton. A copy of Miller's August 22, 2016 email is attached hereto as **Exhibit G**.

29. Compton formally accepted a position with Colliers on or around November 15, 2016.

30. Prior to accepting a position with Colliers in November 2016, and while he was still employed with CBRE, Compton began acting on behalf of and at the direction of Colliers.

31. Prior to Compton's resignation from CBRE on November 28, 2016, CBRE had no knowledge of Compton's discussions with Colliers or his intention to leave CBRE.

32. At no time did CBRE authorize Compton 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.

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

34. On October 11, 2016, Compton sent an email from his CBRE email address (Ashley.Compton@cbre.com) to Miller at her Colliers' email address (Janet.Miller@colliers.com) in which Compton told Miller that he was "Looking forward to connecting with the other Colliers storage brokers tomorrow afternoon." This exchange indicates that as early as October 11, 2016, Compton was working for Colliers despite being an employee of CBRE. A true and correct copy of this email is attached hereto as **Exhibit H**.

35. On November 10, 2016, Miller sent Compton an email suggesting that they have a telephone call to go through details and prepare a checklist of things they would need to accomplish prior to him leaving CBRE and joining Colliers. A true and correct copy of this email is attached hereto as **Exhibit I.**

36. On November 10, 2016 at 11:36 a.m., Miller sent Compton an email with the subject line “Revised agreement” attaching an Independent Contractor Agreement they wanted him to sign. In the email, Miller said: “Ashley – attached is the revised agreement with the completed addendum with the deal terms we discussed. Please take a look, and we can get on the phone and go line by line next week if you have questions or suggested changes.” A true and correct copy of this email is attached hereto as **Exhibit J.**

37. In the same November 10, 2016 email, Miller wrote: “And FYI, I got a call from the manager of our Columbus, OH office and the Ohio team is STOKED about you joining. I told them to keep it quiet; we would give them your start date. They want to add you IMMEDIATELY to the group calls, and would love to spend a day with you early on.” *See **Exhibit J*** (emphasis in original).

38. On November 14, 2016, at 10:33 a.m., (while still employed by CBRE) Compton sent Miller an email wherein he stated: “I just got a verbal commitment this morning on another listing, so that makes 7 properties just waiting on the transition.” A true and correct copy of this email is attached hereto as **Exhibit K.**

39. On November 14, 2016 at 12:21 p.m., Miller sent an email to Compton with the subject line “to do list.” In Miller’s email to Compton she included a list of tasks Compton needed “to do” before he left CBRE. A true and correct copy of this email is attached hereto as **Exhibit L.**

40. The “to do” list attached to Miller’s November 14, 2016 email included the following instructions to Compton:

3. Download all your files from CBRE system.....bring to office so IT can upload the files and be sure they are all functioning before you resign.

...

14. Do any listing agreements need to be cancelled by owner and transferred over to Colliers?

See **Exhibit L**.

41. The information Miller instructed Compton to download and transfer from CBRE’s computer networks to Colliers included CBRE’s trade secrets and other confidential or proprietary information belonging to CBRE.

42. Compton was still an employee of CBRE with a duty of loyalty to CBRE at the time Miller sent her November 14, 2016 email attached hereto as **Exhibit L** asking him to download files from CBRE’s system as well as identify current customers of CBRE that needed to cancel their existing contracts with CBRE to be transferred to Colliers.

43. Miller had actual or apparent authority, on behalf of Colliers, to direct Compton to steal CBRE’s clients, trade secrets and other confidential or proprietary materials. Miller was acting within the course and scope of her employment with Colliers when she directed Compton to steal CBRE’s clients, trade secrets and other confidential and proprietary information.

44. Colliers is liable for Miller’s actions.

45. CBRE did not authorize Compton to take any of the documents outlined in Miller’s November 14, 2016 email, or any other trade secrets or other confidential or proprietary information belonging to CBRE to be used by Colliers.

46. On November 17, 2016, at 10:50 a.m., Compton sent an email to Miller with the subject line “Standard Listing Agreement.” A document entitled Exclusive Sales Agency with

CBRE's logo in the top right corner was attached to this email. A true and correct copy of this email is attached hereto as **Exhibit M**.

47. On November 17, 2016, at 4:16 p.m., Miller sent an email to Todd E. Panther, an attorney with the law firm of Tune Entekin & White P.C. in Nashville, Tennessee. In the email, Miller writes: "On the other matter I mentioned – here is the CBRE listing agreement that Ashley Compton uses at CBRE that he'd like to use here. Is that kosher? Can't seem to get to our 'document standardization process'." Miller later writes: "Yes – I am cleaning out all the good brokers from CBRE [emoji omitted]." A true and accurate copy of this email is attached hereto as **Collective Exhibit N**.

48. CBRE's Exclusive Sales Agency Contract was developed over years by CBRE at significant cost and effort, including attorneys' time and fees. CBRE's Exclusive Sales Agency Contract is the proprietary and confidential information of CBRE.

49. The document Miller attached to her November 17, 2016 email is CBRE's Exclusive Sales Agency Contract and is attached hereto as **Exhibit O**.¹

50. At 5:14 a.m. on November 23, 2016, Mr. Panther responded to Miller's November 17, 2016 email with suggested modifications to the contract. See **Collective Exhibit N**.

51. At 6:34 a.m. on November 23, 2016, Miller forwarded Mr. Panther's email to Compton and stated as follows: "Agreement attached. Let me know how it looks. Once approved, I will get it to you with Colliers Logos etc. We are getting there!" See **Collective Exhibit N**.

¹ Contemporaneously with the filing of this Amended Complaint, Plaintiff filed a Motion for Leave to File Select Exhibits to the Verified Complaint Under Seal. Exhibit O is one of the selected Exhibits Plaintiff seeks to file under seal because it contains the confidential and proprietary information of CBRE.

52. At 7:05 a.m. on November 23, 2016, Compton responded to Miller's email and stated: "I am fine with those changes." See **Collective Exhibit N**.

53. At 10:53 a.m. on November 23, 2016, Miller sent an email to JoAnn Atwood, the Officer Manager of Colliers asking her: "Can you put the Colliers brand dropped into this agreement, then email the final to me and Ashley Compton?" A true and accurate copy of this email is attached hereto as **Collective Exhibit N**.

54. At 11:07 a.m. on November 23, 2016, Ms. Atwood replied to Miller's email as follows: "I replaced all the CBRE references to Colliers." Ms. Attwood's email included a document entitled Exclusive Sales Agency Agreement and had a Colliers International logo in the top right corner. A true and accurate copy of the document attached to this email is attached hereto as **Exhibit P**.²

55. At 11:09 a.m. on November 23, 2016, Miller responded to Ms. Atwood saying: "THANK YOU!!!" See **Collective Exhibit N**.

56. The CBRE contract that was copied and transformed into a Colliers document with the simple placement of Colliers' logo is the confidential and proprietary information of CBRE. See **Exhibit P**.

57. Colliers' act of transforming CBRE's Exclusive Sales Agency contract into a Colliers document constitutes the theft of CBRE's confidential and proprietary information.

58. On November 26, 2016, two (2) days before his resignation, Compton sent an email from his CBRE email address to his Colliers email address (ashley.compton@colliers.com) attaching the stolen Exclusive Sales Agency contract of CBRE.

² Contemporaneously with the filing of this Amended Complaint, Plaintiff filed a Motion for Leave to File Select Exhibits to the Verified Complaint Under Seal. Exhibit P is one of the selected Exhibits Plaintiff seeks to file under seal because it contains the confidential and proprietary information of CBRE

A true and accurate copy of email evidencing Compton's Colliers' email address is attached hereto as **Exhibit Q**.

59. During this same time period, Miller and Compton were conspiring to distribute materials regarding Compton's departure from CBRE to CBRE's existing clients. On November 22, 2016 at 5:28 p.m. an email was sent from Anjali.Sood@colliers.com to Compton and Miller attaching a press release. *See* **Exhibit R**. Compton reviewed the press release and added a quotation regarding his new position with Colliers and promoting Colliers' self-storage brand. **Id.**

60. In an email sent on November 23, 2016 at 10:48 a.m. Miller approved the press release and discussed its distribution. In a follow up email Miller set out a schedule including the date Compton was to resign, followed by immediate distribution of the press release. Miller then instructed her employee to "get Ashley's email list that he wants to send it to in addition to our standard Collier's lists." Compton responded at 11:56 a.m. by stating, "I will get you my distribution list on Monday." *See* **Exhibit R**

61. On or around November 30, 2016, while performing a routine review of Compton's CBRE email to ensure that CBRE's clients and portfolio were being adequately serviced following Compton's abrupt departure just two (2) days before, a Managing Director for CBRE, Stephen Kulinski, discovered Miller's emails to Compton.

62. Upon discovering Compton's potential unauthorized disclosure of CBRE's trade secrets and other confidential and proprietary information, CBRE initiated an internal investigation to determine what electronic information Compton had wrongfully accessed, copied, deleted, or otherwise modified during his final months of employment with CBRE.

63. The investigation included reviewing an electronic log of “events” generated by Compton between September 1, 2016 and November 28, 2016 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, opening, or renaming an electronic file or folder.

64. The electronic log of events revealed that between September 1, 2016 and November 22, 2016, a significant and unusual number of events had been performed by Compton on the CBRE network drive utilized by him. For example, the log revealed that on September 9, 2016, Compton performed events affecting 46,148 electronic documents on CBRE’s network drive. In contrast, between September 1, 2016 and September 8, 2016, the total number of events performed by Compton on the CBRE network drive was only 133. The chart below identifies dates on which Compton performed events affecting between 300 and 47,000 electronic documents on CBRE’s network drive:

Date	Event Count
September 9, 2016	46,148
September 12, 2016	373
September 15, 2016	1,268
September 16, 2016	424
September 23, 2016	1,215
September 29, 2016	311
October 4, 2016	1,292
October 7, 2016	932
October 26, 2016	3,250
November 8, 2016	691
November 15, 2016	307

65. Between September 1, 2016 and November 28, 2016, Compton performed approximately 56,531 events on the CBRE network drive. Within this universe of 56,531 events, it appears that he deleted 23,176 files, modified 1,982 files, and opened 28,082 files. Specifically, on September 9, 2016, Compton deleted approximately 20,015 electronic files from CBRE's network drive in less than 4 hours' time. On September 9, 2016, Compton accessed 24,643 files on CBRE's network drive in less than 2 hours' time. The volume and timing of these activities indicate that voluminous electronic files likely were copied or transferred from CBRE's computer network by Compton.

66. The titles of certain electronic files on CBRE's network that Compton deleted suggest that these documents included proprietary and confidential materials of CBRE including client lists, brokerage and real estate contracts, marketing plans, marketing materials, market research, market trends and forecasts, market evaluations, valuations, and comparable sales figures for the self-storage industry. A true and correct copy of the list of documents Compton deleted is attached hereto as **Exhibit S**.³

67. Upon information and belief, Colliers is in possession of trade secrets, and other confidential or proprietary information belonging to CBRE that Compton provided at Miller's direction.

68. Upon information and belief, Defendants are using the trade secrets and other confidential and proprietary information they misappropriated from CBRE to unfairly compete with CBRE. Defendants will engage in further wrongful acts and unfair competition if not enjoined.

³ Contemporaneously with the filing of this Amended Complaint, Plaintiff filed a Motion for Leave to File Select Exhibits to the Verified Complaint Under Seal. Exhibit S is one of the selected Exhibits Plaintiff seeks to file under seal because it specifically identifies documents containing the confidential and proprietary information of CBRE.

CAUSES OF ACTION

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

69. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-68 of the Complaint.

70. During his employment with CBRE, Compton 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 CBRE employees. Defendants conspired to misappropriate 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.*

71. 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.

72. As a direct result of Defendants' misappropriation, CBRE has suffered damages for actual loss in an amount to be proven at trial, including attorneys' fees and costs.

73. As a direct result of Defendants' misappropriation, Defendants have been unjustly enriched, and CBRE is entitled to damages for such enrichment, in an amount to be proven at trial.

74. As a direct consequence of Defendants' misappropriation, CBRE is entitled to seizure of the misappropriated information by the U.S. Marshalls.

Count II: Computer Fraud and Abuse Act
(18 U.S.C. § 1030)

75. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-74 of the Complaint.

76. CBRE's computers and computer system are "protected computers" pursuant to 18 U.S.C. §1030(e)(2) of the Computer Fraud and Abuse Act.

77. Colliers, through its agent Compton, at the direction of Miller, intentionally accessed CBRE's protected computer system without authorization and/or in excess of any authorized access, and thereby obtained information from CBRE's protected computer system.

78. Colliers, through its agent Compton, at the direction of Miller, knowingly and with intent to defraud, accessed CBRE's protected computer system without authorization and/or in excess of any authorized access, and thereby furthered the intended fraud and obtained information of value.

79. Colliers, through its agent Compton, at the direction of Miller, intentionally accessed CBRE's protected computer system without authorization and/or in excess of any authorized access, and as a result of such conduct, caused damage and loss to CBRE.

80. Defendants conspired to engage in such activities.

81. Colliers' actions, through its agent Compton, at the direction of Miller, violated the Computer Fraud and Abuse Act. CBRE has suffered loss as a result of Defendants' conduct in an amount exceeding \$5,000, including the costs necessary to assess the scope of Colliers' unauthorized access and any resulting damages to CBRE's computers.

82. CBRE is entitled to recover economic damages caused by Defendants in an amount to be proven at trial.

Count III: Tennessee Personal Computer and Commercial Computer Act
(Tenn. Code Ann. § 39-14-601)

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

84. While still an employee of CBRE, but acting as an agent of Colliers, Compton intentionally and without authorization accessed a number of computers and computer systems owned by CBRE for the sole purpose of copying, attempting to damage, destroy, or cause disruption to the proper operation of the computers and computer systems of CBRE.

85. In engaging in the above-referenced conduct, Defendants acted intentionally, maliciously, and recklessly.

86. As a direct, proximate, and foreseeable result of Defendants' conduct, CBRE has suffered damages and is entitled to recover economic damages caused by Defendants in an amount to be proven at trial.

Count IV: Unfair Business Practices/Competition
(Tennessee Common Law)

87. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-86 of the Complaint.

88. Colliers has used methods of competition and engaged in unfair or deceptive acts or practices in the conduct of commerce. Colliers, through Miller, requested, encouraged and instructed Compton, while an employee of CBRE, to copy, remove, and otherwise misappropriate confidential and proprietary business information of CBRE 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 in the self-storage industry, and other CBRE proprietary and confidential information for its benefit.

89. As a direct consequence of Colliers' conduct, CBRE has suffered damages an amount to be proven at trial.

Count V: Breach of Fiduciary Duty and Duty of Loyalty
(Tennessee Common Law)

90. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-89 of the Complaint.

91. During his employment with CBRE, Compton owed CBRE a common law duty of loyalty, good faith and fair dealing.

92. During his employment with CBRE, Compton breached these duties by reviewing, accessing, copying, sharing, removing, deleting and otherwise misappropriating confidential and proprietary business information of CBRE in order to further his own interests and that of his future employer, Colliers, in direct conflict with CBRE's interests.

93. During his employment with CBRE, Compton breached these duties by soliciting CBRE's existing clients to his future employer, Colliers.

94. As a direct consequence of Compton's conduct, CBRE has suffered damages in an amount to be proven at trial, but in excess of \$75,000, including, but not limited to, disgorgement of any profits or benefits Defendants receive as a result of Compton's disloyal activities.

Count VI: Conversion
(Tennessee Common Law)

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

96. Compton intentionally exercised dominion or control over, dispossessed, used, deleted or intermeddled 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 in the self-storage industry and other confidential and proprietary information of CBRE. Compton 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. Defendants conspired to convert these items for its own use and benefit, knowing they were wrongfully obtained.

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

Count VII: Unjust Enrichment
(Tennessee Common Law)

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

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

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

Count VIII: Tortious Interference
(Tennessee Common Law)

101. CBRE incorporates by reference and re-alleges every allegation set for in Paragraphs 1-100 of the Complaint.

102. CBRE had valid contractual relationships and/or business expectancies with its clients, prospects, vendors, employees and suppliers. CBRE has long-term client relationships that have been maintained and developed over a substantial period of time. CBRE financially supported Compton to develop and maintain such relationships on behalf of CBRE.

103. Defendants knew of CBRE's contractual relationships and/or business expectancies with its clients, prospects, vendors, employees and suppliers. Defendants are now in possession of CBRE's 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, and comparable sales in the self-storage industry, as well as other confidential and proprietary information belonging to CBRE. Miller, on behalf of Colliers, targeted Compton in order to interfere with CBRE's contractual relationships and/or business expectancies with its clients, prospects, vendors, and suppliers.

104. Defendants intentionally interfered with CBRE's contractual relationships and/or business expectancies with its clients, prospects, vendors, employees and suppliers by soliciting CBRE's clients while Compton was still employed by CBRE. These acts were undertaken through improper means, including misappropriation and use of CBRE's trade secrets and other confidential and proprietary information, and for the improper purpose of harming CBRE to benefit Defendants.

105. As a direct result of Defendants' tortious interference, CBRE has suffered damages in an amount to be proven at trial.

Count IX: Civil Conspiracy
(Tennessee Common Law)

106. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-105 of the Complaint.

107. In misappropriating CBRE's trade secrets and other confidential and proprietary information, Defendants have a common design and purpose of unlawfully competing with CBRE and soliciting its customers.

108. Defendants combined and conspired to accomplish an unlawful purpose by unlawful means, including misappropriation of CBRE's trade secrets and other confidential and proprietary information, to use that information for the benefit of Defendants and to the detriment of CBRE, to breach Compton's fiduciary and other duties to CBRE, to convert CBRE's property, and to tortiously interfere with CBRE's business expectancies.

109. As a direct result of Defendants' conspiracy, CBRE has suffered damages in an amount to be proven at trial.

Count X: Punitive Damages
(Tennessee Common Law)

110. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-109 of the Complaint.

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

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

112. CBRE incorporates by reference and re-alleges every allegation set forth in Paragraphs 1-111 of the Complaint.

113. 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 a competitive advantage in the commercial real estate marketplace.

114. Compton's 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 Colliers' unfair competition upon CBRE's business are significant. If Defendants are allowed to continue using the trade secrets and other confidential and proprietary information of CBRE that Compton absconded with in competition with CBRE, CBRE will suffer irreparable harm.

115. Unless Defendants are enjoined temporarily, preliminarily and permanently 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.

116. In light of Defendants' conduct to date, the Defendants, and all those acting in concert with them, 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.

117. 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 and permanent injunction enjoining Defendants from continuing their actions as is a necessary remedy if CBRE is to obtain meaningful relief.

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

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

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

121. CBRE is entitled to the injunctive relief to prevent it from suffering further irreparable harm before a trial on the merits.

REQUEST FOR RELIEF

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

1. Temporary and permanent 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 and permanent orders requiring Defendants to undergo a forensic investigation by a third-party neutral, at Colliers' expense, of Colliers' computer and information systems to capture and identify all media in the possession, custody or control of Compton and to isolate and remove from Colliers' system all documents, data, and other property of CBRE, including CBRE's trade secrets and other confidential and proprietary information;

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

4. Temporary and permanent orders requiring and enjoining Compton from working on any matter involving entities or individuals who were customers of CBRE during the pendency of litigation or until such time that the Court can fashion an appropriate remedy;

5. Temporary and permanent orders requiring the Defendants to protect and preserve evidence stored on any device related to the allegations in this matter, including all evidence of the recruitment, compensation, and employment of Compton;

6. Expedited discovery to determine the full extent of Defendants' unlawful actions;

7. A trial by jury;

8. Judgment against the Defendants for damages in an amount to be proven at trial;

9. Judgment against the Defendants in the amount of their unjust enrichment as a result of their conversion, misappropriation, and impermissible use of CBRE's trade secrets and other confidential and proprietary information;

10. Judgment against the Defendants for double damages for their willful and malicious misappropriation of CBRE's trade secrets pursuant to 18 U.S.C. §1836;

11. Judgment against the Defendants for punitive damages for their willful, intentional, and malicious conduct;

12. Judgment against the Defendants in the amount of CBRE's reasonable attorneys' fees and costs as authorized by 18 U.S.C. §1836; and,

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

THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY PROCESS.

Respectfully submitted,

DICKINSON WRIGHT PLLC

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Attorneys for CBRE, Inc.

VERIFICATION OF COMPLAINT

STATE OF TENNESSEE)

DAVIDSON COUNTY)

I, Stephen Kulinski, as a Managing Director of CBRE, Inc. Nashville, being duly sworn, verify this Complaint. I have read the foregoing Complaint and state that the information contained therein is true and correct.

Signature: 
STEPHEN KULINSKI

Sworn to and subscribed before me this
the 12th day of December, 2016.


NOTARY PUBLIC

My Commission Expires: 5/14/2017



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