

rcv'd 7/29/16
amt

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

STRATEGIC STAFFING

CIVIL ACTION No. 2016-CP-32-1839

RECEIVED

NOV 02 2016

Plaintiff,
v.

BETH A. YARBEGG
CLERK OF COURT
LEXINGTON, SC

ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTION

SC Court of Appeals

PALMETTO SELECT STAFFING,
JO ANNA RODGERS,

Defendants.

RECEIVED
BETH A. YARBEGG
CLERK OF COURT
LEXINGTON, SC
JUL 22 AM 11:17

The Court heard Plaintiff's Motion for a Preliminary Injunction pursuant to Rule 65 of the South Carolina Rules of Civil Procedure on June 23, 2016. Specifically, Plaintiff's motion is based upon alleged violations of the Employment Agreement ("Agreement") between Plaintiff and Defendant Jo Anna Rodgers. At the hearing, Larry C. Marchant, Jr. appeared on behalf of Plaintiff and Richard R. Gleissner appeared on behalf of Defendants.

FACTUAL BACKGROUND

Strategic Staffing ("Strategic") is a staffing agency specializing in skilled temporary and permanent placement of workers for business and industry. Rodgers was a former employee with the position of Senior Account Executive, and the most senior employee with access to confidential company information. As part of Rodgers employment with Strategic, she entered into the Agreement which contained non-competition, non-solicitation, and confidentiality covenants. While Rodgers was employed with Strategic, ISOLA was one of its clients. Rodgers directly coordinated and supervised staffing services for ISOLA while employed by Strategic.

In February 2016, Rodgers voluntarily left the employment of Strategic. Within a month of leaving, Rodgers formed and registered her own staffing company, Defendant Palmetto Select Staffing ("Palmetto Select"). Defendant Palmetto Select is headquartered in Lexington, South Carolina.

ORIGINAL


LEGAL STANDARD

"Generally, for a preliminary injunction to be granted, the plaintiff must establish that: (1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law." Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc., 361 S.C. 117, 121, 603 S.E.2d, 905, 908 (2004); Peek v. Spartanburg Reg'l Healthcare Sys., 367 S.C. 450, 454-55, 626 S.E.2d 34, 36 (Ct. App. 2005); ALG Holdings, LLC v. Dunn, 674 S.E.2d 505, 382 S.C. 43 (Ct. App. 2009). "Once a prima facie showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits." Helsel v. City of N. Myrtle Beach, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992); Peek, 626 S.E.2d at 37.

ANALYSIS

At the hearing, Rodgers admitted that she signed the Agreement, which included non-competition, non-solicitation, and confidentiality covenants. As part of the Agreement, Rodgers consented to the issuance of injunctive relief, in the form of a Temporary Restraining Order or Preliminary or Permanent Injunction, in the event of a breach of any of the covenants of Sections 5, 6, 7, or 8 of the Agreement.

Rodgers admitted in her affidavit, and in testimony presented to the Court, that she is conducting business with a client of Strategic, ISOLA, for which she directly coordinated and supervised the placement of staffing services while an employee of Strategic. Strategic's placement and revenue have allegedly diminished significantly with two accounts that Rodgers serviced while employed with Strategic. Strategic alleges that its decline in staffing placement coincided with Rodgers' departure and the formation of Defendant Palmetto Select. Therefore,



Strategic has made a strong showing that it has and will continue to suffer irreparable harm and loss if its staffing placement business with employers such as ISOLA continues to decline.

The cornerstone of Strategic's business is the placement of skilled workers. Strategic's policies and procedures involved in vetting and then placing skilled workers are confidential and crucial to its competitiveness. When Rodgers voluntarily left the employment of Strategic, she allegedly took with her company property. Strategic testified at the time Rodgers took this property, it contained confidential company information, including client information. Thus, Strategic has made a showing that the rights of Strategic with respect to its property, confidential information, and competitive interests, are being and will continue to be violated by Rodgers unless she is restrained therefrom.

Therefore, Strategic has made a prima facie showing of possible multiple violations of the parties' Agreement concerning non-solicitation, confidentiality, and noncompetition. Rodger's admissions of violating at least one section of the Agreement established the likelihood of Strategic's success on the merits of the case. It is difficult for Strategic to prove ongoing and future loses. As such Strategic has no adequate remedy at law.

THEREFORE IT IS HEREBY ORDERED THAT:

1. A Preliminary Injunction shall be issued immediately.
2. As required by Rule 65(c), SCRCP, the security to be deposited by Strategic shall be in the amount of twenty-five thousand dollars (\$25,000) to be posted within ten (10) days from the date of this Order.
3. Defendants are enjoined and restrained, directly or indirectly, and whether alone or in concert with others, including any officer, agent, employee and/or representative of Rodgers and Defendant Palmetto Select, until further Order of this Court, from:

 43

- (A) soliciting or any having any further contact or communication whatsoever, with any client of Strategic, past, present, or future, which Rodgers serviced, coordinated, supervised, or whose name became known to Rodgers while in the employ of Strategic, for the purpose of providing staffing, or related services from Rodgers or her company, or for the purpose of inviting, encouraging or requesting the transfer of any accounts or business patronage from Strategic to her or her company, within the period of time defined by Section 5 of the Agreement;
- (B) providing or offering to provide staffing services, or other related services, directly or indirectly, on behalf of Rodgers, Defendant Palmetto Select, or on the behalf of any other person, firm, partnership, association, company, business organization, entity or enterprise, within the territory defined under Section 7 of the Agreement;
- (C) using, disclosing, or transmitting for any purpose, any information concerning Strategic, its policies and procedures, or information concerning its clients, including but not limited to, the names, addresses, and staffing needs of said clients or prospective clients as defined under Section 8 of the Agreement; and
- (D) destroying, erasing or otherwise making unavailable for further proceedings in this matter, any records or documents (including data, records, documents or information, irrespective of the format in which it is maintained, including any information in the electronic tablet) in Defendants' possession or control which were obtained from or contain information derived from any Strategic records,

GIL

which pertain to Strategic customers, or which relate to any of the issues alleged in the Complaint in this action.

4. Any and all property of Strategic within the possession, custody or control of Rodgers and Defendant Palmetto Select, including but not limited to the office keys, the electronic tablet, computer software, disks, computer hard drive, and/or any other type of computer or digital information storage device, and any other property or copies thereof, shall be returned to Strategic within forty-eight (48) hours of notice to Rodgers, Defendant Palmetto Select, or their counsel of the terms of this Order.
5. The Court's Order shall remain in full force and effect until such time as a final decision is rendered on Strategic's request for permanent injunctive relief, or other relief this Court may specifically order.

AND IT IS SO ORDERED



JUDGE G. THOMAS COOPER, JR.
PRESIDING JUDGE

Lexington, South Carolina

July 15, 2016

FILED

2016 JUL 22 A 11:17

BELLA CARROLL
CLERK OF COURT
LEXINGTON, SC

FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF LEXINGTON
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2016CP3201839

Strategic Staffing	Palmetto Select Staffing Jo Anna Rogers
--------------------	--

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:
ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge	Judge Code	Date 7/27/2016
---------------------	------------	-------------------

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on July 27, 2016, to attorneys of record or to parties (when appearing pro se) as follows:

Larry Conrad Marchant Jr. Law Office Of Larry Marchant
3020 Devine Street Columbia, SC 29205

ATTORNEY(S) FOR THE PLAINTIFF(S)

Richard R. Gleissner 1237 Gadsden Street, Suite 200A
Columbia, SC 29201

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/kpk

Beth A. Carrigg - Clerk of Court

Court Reporter

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
