

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

James O. Spence, Master-in-Equity

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APPELLATE CASE NO.: 2017-1497

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**RECEIVED**  
MAY 04 2020  
SC Court of Appeals

Team IA, Inc. ....Appellant,

v.

Cicero Lucas. ....Respondent.

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**APPENDIX**

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February 28, 2001

Mr. Roy Lucas  
421 Greentree Lane  
Lexington, South Carolina, 29072

Dear Roy,

It gives me great pleasure to formally extend an offer of employment with Team IA, Inc. Your primary responsibility will be sales and accounting. Although this will be your primary role, it will not be your only responsibility. Due to the nature of Team IA's business, it is expected for you to participate wherever necessary to ensure the company's success. This offer is valid until March 10, 2001 and is based upon the following terms and conditions:

**Start Date:** April 2, 2001

**Benefits**

*Health Insurance* – IA offers a health insurance plan for its employees and their immediate family members provided they meet the qualifications of the carrier. IA will pay up to \$ 6,000.00 annually towards your coverage.

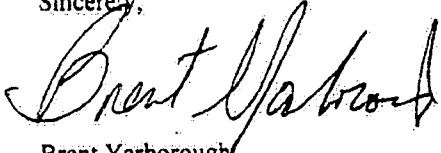
*Deferred Savings Plan* – IA provides a SIMPLE IRA through Smith Barney. IA pays for the annual administrative fees. The employee is responsible for all contributions and additional fees for additional activity. An employer contribution may or may not be made each year.

*Expenses* – You will be reimbursed for all approved business related expenses. This would include travel and cell phone expenses.

**Requirements** – In addition to those already mentioned, an employment agreement with non-competition, non-disclosure, ownership of work, and other clauses as identified attached must be executed. In other words, acceptance of this offer is contingent on agreement of an employment agreement being executed.

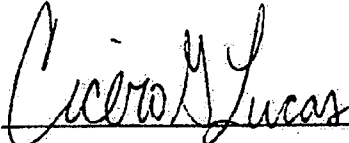
I hope you find this offer acceptable. If you accept this offer, please indicate by signing and dating it below. Please return to my attention.

Sincerely,



Brent Yarborough  
President

Offer Accepted:



3/2/01  
Date

**TEAM IA, INC.**  
**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT, effective \_\_\_\_\_, is entered into by and between TEAM IA, INC. (hereinafter "Employer") and CICERO LUCAS (hereinafter "Employee").

NOW THEREFORE, for valuable consideration including, but not limited to, the Employer's employment of Employee in an at-will status, and other good and valuable consideration afforded Employee in his position, the receipt and sufficiency of which are hereby acknowledged by Employee, the Parties hereby agree to abide by the terms and restrictions set forth in this Agreement as follows:

I.

**SCOPE OF DUTIES**

A) **Employment by Employer as Sole Occupation.** Subject only to the exceptions provided in this Agreement, Employee agrees to devote his full business time, attention, skill, and effort exclusively to the performance of the duties that Employer may assign him from time to time. Employee may not engage in any business activities or render any services of a business, commercial, or professional nature, whether or not for compensation, for the benefit of anyone other than Employer, unless Employer has given its consent in writing in advance. It is the policy of Employer never to allow its personnel to work for any competitive enterprise during their employment, including after hours, on weekends, or during vacation time, even if only organizational assistance or limited consultation is involved.

B) **Compensation Package.** Employee shall receive a base salary of \$108,000.00 annually to be paid in semi-monthly installments. Employee may receive bonuses from time-to-time to be determined in the sole discretion of Brent Yarborough.

C) **Compensation in the event of a Change of Control.** "CHANGE OF CONTROL" is defined in this Agreement as the sale of all or substantially all of the assets of Employer or the transfer of all or substantially all of the management control or ownership of Employer. In the event that Team IA experiences a Change of Control within the first twelve (12) months of Employee's employment, Employee shall be compensated in a form consistent with the form of compensation Employer receives for the Change of Control (for example, if Employer receives cash, Employee would receive cash; if Employer receives stock, Employee would receive stock) up to but not exceeding \$150,000.00 in value. This \$150,000.00 value is based on an estimated value of \$3.42 per share. The per share value is not to be construed in any manner as the Employee owning shares. It serves only as a means for calculating Employee's Change of Control compensation. In the event a Change of Control results in Employer receiving less than \$3.42 per share, Employee's Change of Control value would be proportionately less. For example, if Employer sells for \$3.00 per share, Employee's Change of Control value would be \$131,550.00. However, in no event shall Employee's Change of Control value exceed \$150,000.00, regardless of the selling price per share.

In the event Team IA experiences a Change of Control after Employee's first twelve (12) months of employment but less than Employee's first eighteen (18) months of employment, Employee shall be compensated in a form consistent with the form of compensation Employer receives for the Change of Control up to but not exceeding \$100,000.00. This \$100,000.00 value is based on an estimated value of \$3.42 per share. If Employer sells for less than \$3.42 per share during the twelve to eighteen month time period, Employee's Change of Control value would be proportionately reduced as described above.

In the event Team IA experiences a Change of Control after Employee's first eighteen (18) months of employment but less than or equal to the first twenty-four (24) months of employment, Employee shall be compensated in a form consistent with the form of compensation Employer receives for the Change of Control up to but not exceeding \$50,000.00 in value. This \$50,000.00 value is based on an estimated value of \$3.42 per share. If Employer sells for less than \$3.42 per share after eighteen months but before twenty-four months, Employee's Change of Control value would be proportionately reduced as described above. After the Employee's first twenty-four (24) months of employment, Employee shall not be entitled to any Change of Control compensation in any form.

Employee must be employed and actively working for Employer at the time of the Change of Control to be eligible for the referenced compensation. Employee hereby acknowledges and agrees to accept any and all tax liability, federal, state, or otherwise, for said compensation.

**D) Equity.** Team IA is currently analyzing an ISO Plan. Employee may be allowed to participate in the ISO Plan upon its implementation or thereafter. Brent Yarborough shall have the sole discretion to determine if Employee is allowed to participate in the ISO Plan and, if so, at what level of participation. If allowed to participate in the ISO Plan, Employee will be subject to all terms and conditions of this plan, which may include an eligibility clause as a condition precedent to participation.

**E) Health Insurance.** Employer shall obtain a health benefits package, for Employee and his dependents, with cost not to exceed \$6,000.00 annually. Any health benefits desired by Employee for himself or his family which exceed this sum shall be deducted from salary or incentives, if any, or reimbursed on a monthly basis to Employer by Employee.

**F) Noninterference With Third-Party Rights.** Employer is employing Employee with the understanding that (1) he is free to enter into employment with Employer and (2) only Employer is entitled to the benefit of his work. Employer has no interest in using any other person's or entity's patents, copyrights, trade secrets, or trademarks in an unlawful manner. Employee should be careful not to misapply proprietary rights that Employer has no right to use. Employee affirms that he has fully disclosed the full extent of his past relationship with his previous employers, and all agreements related thereto. \*See Addendum attached hereto.

**G) Continuance of Employment.** The faithful observance of this Agreement by Employee is, and shall remain, a condition to his employment. Employee's employment is terminable at-will by either Employee or Employer at any time.

## II.

### OWNERSHIP OF EMPLOYEE DEVELOPMENTS

Employer shall own all Work Product. All Work Product shall be considered work made for hire by Employee and owned by Employer. For purposes hereof, "Work Product" shall mean all intellectual property rights, including all Trade Secrets, U.S. and international copyrights, patentable inventions, discoveries and improvements, and other intellectual property rights, in any programming, documentation, technology, or other Work Product that relates to the business and interests of Employer and that Employee conceives, develops, or delivers to Employer at any time during the term of his employment. Work Product shall also include all intellectual property rights in any programming, documentation, technology, or other Work Product that is now contained in any of the products or systems, including development and support systems, of Employer to the extent Employee conceived, developed, or delivered such Work Product to Employer prior to the date of this Agreement while Employee was engaged as an independent contractor or an Employee of Employer. Employee hereby irrevocably relinquishes for the benefit of Employer and its assigns any moral rights in the Work Product recognized by applicable law.

Employer, its successors, and assigns, shall have the right to obtain and hold in its or their own name copyrights, registrations, and any other protection available in the foregoing.

Employee agrees to perform, upon the reasonable request of Employer, such further acts as may be necessary or desirable to transfer, perfect, and defend Employer's ownership of the Work Product.

## III.

### CONFIDENTIALITY

**A) Consequences of Entrustment With Sensitive Information.** Employee should recognize that his position with Employer requires considerable responsibility and trust. Relying on Employee's ethical responsibility and undivided loyalty, Employer expects to entrust him with highly sensitive confidential, restricted, and proprietary information involving Trade Secrets. Employee should recognize that it could prove very difficult to isolate these Trade Secrets from business activities that he might consider pursuing after termination of his employment, and in some instances, Employee may not be able to compete with Employer in certain ways because of the risk that Employer's Trade Secrets might be compromised. Employee is legally and ethically responsible for protecting and preserving Employer's proprietary rights for use only for Employer's benefit, and these responsibilities may impose unavoidable limitations on Employee's ability to pursue some kinds of business opportunities that might interest Employee during or after his employment.

**B) Trade Secrets Defined.** For purposes of this Agreement, a "Trade Secret" is any information pertaining to imaging and work flow systems which include technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers or suppliers that: (1) derive 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 their disclosure or use; and (2) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

C) **Restrictions on Use and Disclosure of Trade Secrets.** Employee will not disclose, or allow or cause to be disclosed, in anyway or under any circumstances, any such confidential information, Trade Secrets, proprietary processes, software development information, or customer lists to any business or firm in competition with Team IA, or to any agent, person, firm, corporate associate, or subsidiary or affiliate however described, with those competitive business firms. Employee understands and agrees that the purpose in these regards is to prevent him from placing, or causing or allowing to be placed any of Employer's confidential information, Trade Secrets, or proprietary processes and customer lists into the hands of such firms. Without anyway limiting the generality of the foregoing, and in an attempt to supplement the "Trade Secrets" and Work Products as heretofore described, Employee agrees not to disclose production processes, software designs, suppliers, vendors, licensees, production of pricing statistics, sales results, research or other investigations in production, sales marketing, designs in the like, and the results thereof, sales data and information not otherwise available to the trade, prices charged to customers, the credit terms and allowances granted to each customer, or any other advertising or promotional programs. The term customer as used herein includes licensees, distributors, and final consumers of goods and services provided by Team IA. Additionally, Employee shall not reveal any future plans or projections of Team IA for expansions, acquisitions, mergers, promotions or the earnings of any employees, officers, or directors of Team IA.

This Agreement shall be supplemental to and shall not supersede, invalidate, or replace any obligation Employee may have to Employer under State law, including but not limited to the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10, et seq

The Parties hereby acknowledge the foregoing restriction does not prohibit Employee from using the general skills and knowledge he acquired prior to and during his employment with Employer. The Parties hereby acknowledge that Employee shall be entitled to use the general skills and knowledge as well as information readily available in the industry should his employment with Employer be terminated for any reason.

#### IV.

#### RETURN OF MATERIALS

Upon the request of Employer and, in any event, upon the termination of Employee's employment, Employee must return to Employer and leave at its disposal all memoranda, notes, records, drawings, manuals, computer programs, documentation, diskettes, computer tapes, and other documents or media pertaining to the business of Employer or Employee's specific duties for Employer, including all copies, regardless of form, of such materials. Employee must also return to Employer and leave at its disposal all materials involving any Trade Secrets of Employer. This Section IV is intended to apply to all materials made or compiled by Employee, as well as to all materials furnished to Employee by anyone else in connection with his employment. Employee may retain documentation, materials, books and the like brought with Employee at the inception of employment. In addition, Employee may retain copies of seminar or workshop notes specifically in areas of re-engineering, business process redesign, and health care business practices. Copies of such documents should be left with Employer.

V.

**NON-SOLICITATION AND NON-COMPETITION**

**A) Non-Solicitation Agreement.**

1) Employee agrees and acknowledges by signing below, that while employed by Employer and for a period of twelve (12) months following termination of Employee's employment with Employer, regardless of who initiates said termination, that he will neither directly or indirectly, for himself or on behalf of any other person, firm, or business entity, solicit, attempt to solicit, sell to, or attempt to sell to any Employer CUSTOMER any products or services that are competitive with Employer products or services.

For the purposes of this Agreement, the term "CUSTOMER" shall mean any person, firm, or business entity who currently has a system or product which was designed or installed by or is being serviced by Employer; or who has purchased goods or services or who has contracted to purchase goods or services from Employer during the twelve (12) months prior to Employee's separation from employment; or who is an Employer prospect who has been contacted and offered business services by Employer or its employees within the last twelve (12) months.

2) Employee agrees not to induce or attempt to influence any person or entity which has a business relationship with the Employer to terminate or otherwise alter that relationship with the Employer.

3) Employee agrees that while employed by Employer and for a period of twelve (12) months following termination of Employee's employment with Employer, regardless of who initiates said termination, that he will neither directly or indirectly, for himself or on behalf of any other person, firm, or business entity, employ, attempt to employ, solicit, or attempt to solicit the employment of any individual who is, or who has been an employee of Employer at any time in the twelve (12) complete calendar months immediately preceding Employee's separation from employment.

4) Employee agrees that for a period of twelve (12) months following the end of his employment by the Employer, whether or not this contract is otherwise in force, and regardless of the reasons for terminating the employee/employer relationship, the Employee will not, directly or indirectly, hire, attempt to hire, or encourage agents and/or independent contractors of Employer to cease their relationships with Employer.

**B) Covenant Not to Compete.**

1) In order to prevent the improper disclosure or use of confidential and proprietary information and other trade secrets, and to protect the Employer from unfair competition, Employee agrees that, absent the prior express written consent of the Employer, while employed by Employer and for twelve (12) months immediately following the resignation or termination of his employment with the Employer, regardless of who initiates separation from employment, Employee shall not, directly or indirectly, by himself, or through or on behalf of any other person, firm, partnership, company, corporation, representative or agent, within the geographical territory (hereinafter, the "RESTRICTED TERRITORY") set forth below, solicit,

attempt to solicit, sell, or attempt to sell, provide, or attempt to provide **COMPETING SERVICES** as defined below.

Recognizing that Team IA competes on a nationwide basis, the Parties to this Agreement hereby agree that for the purposes of this Agreement, the "RESTRICTED TERRITORY" shall consist of the entire continental United States. In the alternative, and only if such territory is deemed by a court or other proceeding to be unreasonable or otherwise invalid or unenforceable, then such territory shall be defined as the states of South Carolina, North Carolina, Georgia, and Alabama.

For the purposes of this Agreement, "COMPETING SERVICES" shall mean any service, product, or process of any person, firm, or corporation in existence, which competes with a service, product or process upon which the Employee worked or which he sold or serviced during his employment by Employer or concerning matters which he has acquired confidential information through his work with Employer.

2) Employee agrees that during a period of twelve (12) months following the end of Employee's employment, whether or not this contract is otherwise in force, Employee will not, directly or indirectly, participate (on Employee's own behalf or on behalf of any other corporation, venture or enterprise) in any matters which were the subject of Employer's bids submitted or in preparation during or prior to the Employee's employment.

3) Employee agrees that during a period of twelve (12) months following the end of Employee's employment, whether or not this contract is otherwise in force, Employee will not enter into a relationship (employee/employer, independent contractor, or otherwise) to provide a CUSTOMER or "STRATEGIC PARTNER" with the same or substantially similar services which Employee was performing for Employer. For the purposes of this agreement, "STRATEGIC PARTNER" shall mean a third party that Employer formed a business relationship with, formerly or informally, to jointly accomplish a task for a fee. For example, Employer engages ABC Company to assist it with the implementation of software for a customer.

## VI.

### PROHIBITION AGAINST UNFAIR BUSINESS PRACTICES

A) **Recruiting.** It would be unfair for a former Employee or contractor of Employer to recruit personnel directly from the ranks of Employer's own employees by using connections and inside information previously acquired from Employer. Employer puts great emphasis on selecting, training, and promoting talented individuals for positions of significant responsibility. The time, effort, and capital invested by Employer in its work force should not be diverted by someone operating on an inside track. In addition, it would be unfair for individuals still employed by Employer to form and pursue a competitive business while receiving wages and other benefits from Employer.

B) **Refraining from Harmful Actions.** During Employee's employment with Employer, he is required to refrain from engaging in any action that might be harmful to Employer or its business, unless Employer consents in advance. Employee's responsibility to promote and support Employer's business by its very nature requires him to prevent Employer from suffering injury or hardship, if it can be avoided. This obligation is intentionally broad and general because it is difficult to anticipate all possible circumstances, and Employee should

resolve all doubts by consulting Employer on how best to proceed. By way of example, during Employee's employment with Employer he may not solicit or recruit any other Employee to form or join another business. Employer cannot prohibit Employee from terminating his employment and pursuing other kinds of

should decide to form or join another business Employee is required to promptly, so that projects in progress and under consideration are not and so that even the possibility that Trade Secrets or other confidential information promised can be avoided.

**Reporting Instances of Unfair Business Practices.** During Employee's employment, if Employee learns or even suspects that any unfair or questionable practice is being or about to be occurring, Employee is required to advise Employer promptly. This requirement is intentionally broad and general because it is difficult to anticipate all possible instances of unfair business practices. Employee should resolve all doubts by reporting to Employer the facts of the practice to his attention. By way of example, Employee should report the practice if anyone who is, or within the most recent two years has been, an officer or director of Employer contacts Employee or any other employee of Employer with a view to joining another business. This type of contact includes any meeting or communication initiated by Employee or by the employee receiving the offer, where it is in connection with a position of employment or an opportunity to participate in a business transaction that is not available. The requirement also applies to instances where a third party, such as an agent or a business associate, contacts Employee or any other employee of Employer with a view to obtaining instruction or suggestion of an employee or contractor of Employer.

## VII.

### IMPLEMENTATION

**Severability.** The covenants in this Agreement shall be construed as covenants in addition to and not in lieu of any other covenants between Employer and Employee, and as obligations distinct from any other contract between Employer and Employee. Any claim that Employee may have against Employer shall not be a defense to enforcement by Employer of this Agreement. The Parties to this Agreement acknowledge that the provisions, or portions thereof, of this Agreement are severable and the invalidity of or unenforceability of any provision, or portion thereof, shall not affect the validity or enforceability of the other provisions hereof. If any provision, or portion thereof, of this Agreement is unenforceable for any reason, it is the express intent of the Parties that such provision, or portion thereof, shall be appropriately limited and enforced to the extent that it may be enforceable in the discretion of the court or, in the absence of such limitation, the provision shall be severed in its entirety, if a court of competent jurisdiction determines that a more restrictive limitation than what is stated is not appropriate.

**Equitable Relief.** Employee's breach of the terms of this Agreement shall be a defense to enforcement by Employer of this Agreement. Employee shall be deemed to have waived any right to equitable relief and shall entitle Employer to immediate injunctive relief in addition to all other remedies available under prevailing law. Employee agrees that any court of competent jurisdiction should immediately enjoin any breach of this Agreement upon the request of Employer. Employee specifically releases Employer from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law. Employee acknowledges and agrees that Employer's entitlement to injunctive relief is not limited and shall entitle Employer from recovering monetary damages for Employee's breach of this Agreement.

**Notices.** All notices required under this Agreement shall be made in writing and delivered to the address set forth in the Agreement, or to the address set forth below, to be given when (1) delivered in person, (2) deposited in the U.S. mail, first class,

proper postage prepaid and properly addressed, or (3) sent through the interoffice delivery service of Employer, if Employee is still employed by Employer at the time.

D) **Related Parties.** This Agreement shall inure to the benefit of, and be binding upon, Employer and its subsidiaries and its affiliates, together with their successors and assigns.

E) **Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with the domestic laws of the State of South Carolina. Any dispute concerning or arising under this Agreement must be submitted to a court of competent jurisdiction, either state or federal, within the State of South Carolina, and the Parties hereby voluntarily submit to the jurisdiction of such court.

F) **Reasonableness of Limitations.** The Parties hereby acknowledge and agree that the limitations set forth herein are reasonable with respect to scope and duration, and are properly required for the protection of the legitimate business interests of Employer. The Parties further agree that the limitations set forth herein are subject to annual review in order to allow the restrictions to be reviewed and amended accordingly in light of any changes in the Employee's assigned responsibilities.

G) **Fees, Costs, and Expenses.** In the event Employer must enforce any of the rights herein granted to it through an attorney, Employee shall be liable for any and all reasonable attorney's fees, expenses, and court costs incurred in connection with the enforcement of Employer's rights hereunder.

H) **Legal Advice.** Employee affirms that he has been afforded the full opportunity to obtain independent legal advice prior to executing this Employment Agreement.

Upon a thorough reading and review of this Agreement and after having had an opportunity to allow his attorney to review same, Employee states that he is fully aware of and in agreement with the terms set forth and does contract to be bound by the Agreement.

Further, Employer having had an opportunity to read and review this Agreement is fully aware of and in agreement with all the terms set forth and does contract to be bound by said Agreement.

IN WITNESS WHEREOF, you, as an Employee of Employer, have entered and executed this Agreement under seal, and Employer has accepted your undertaking.

EMPLOYEE:

Cicero G. Lucas  
CICERO LUCAS

252351135  
Social Security Number

9/2/01  
Date of Hire

Date: 3/02/01

CICERO G. LUCAS

Name Typed or Printed

421 GREENTREE LANE

LEXINGTON, SC 29072  
Address

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

**RECEIVED**

MAY 04 2020

SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

James O. Spence, Master-in-Equity

APPELLATE CASE NO.: 2017-1497

Team IA, Inc. ....Appellant,

v.

Cicero Lucas. ....Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the foregoing Appendix contains only matter submitted to be included in the Record on Appeal with the written consent of both parties pursuant to Rules 212(b) and (c), SCACR.

May 1, 2020



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