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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Thirteenth Circuit Judge

Appellate Case No. 2020-001182

Sean Eric Roach, ...Respondent,

v.

Lee Yarborough, ...Appellant.

RECORD ON APPEAL
VOLUME I

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lee Yaraborough

PLAINTIFF(S)

Vs.

Sean Eric Roach
34 Douglas Ave
Greenville, S.C. 29605

DEFENDANT(S)

IN THE MAGISTRATE COURT

TEMPORARY (EX PARTE)
RESTRAINING ORDER

CIVIL CASE NUMBER
2019OR2310100014

DEFENDANT IDENTIFIERS

SEX *	RACE *	DOB*	STATE	WEIGHT
M	W	7/10/1971		180
EYES	HAIR	HEIGHT		
Blue	Gray/Dark Mixed	6'2"		

And/or on behalf of minor
family member(s) or other
Protected persons: (List name)

Relationship to Plaintiff:

Former Employee

Defendant's Address

CAUTION:

*Indicates required information for entry into NCIC

☐ Weapon Involved

☐ Weapon Present on Defendant's Property

☐ Access to weapons

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter,

Additional findings of this order are as set forth below.

THE COURT HEREBY ORDERS:

☒ That the above named Defendant be restrained from committing further acts of abuse or threats of abuse.

☒ That the above named Defendant be restrained from any contact with the Protected Person as set forth on the attached pages.

The terms of the this order shall remain in effect until March 31, 2019
the date of the hearing on the attached Rule to Show Cause and may be extended by this Court at that time for good cause shown.

WARNINGS TO DEFENDANT;

This order shall be enforced in any county of South Carolina and by the courts of any state, District of Columbia, any U. S. Territory, and may be enforced by Tribal Lands (18 U.S.C. Section 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. Section 2262).

ONLY THE COURT CAN CHANGE THIS ORDER.

**CERTIFIED COPY
DARRELL FISHER, JUDGE**

For Additional Information Call:

864-271-5210
Sheriff Phone Number

864-467-4645
Clerk of Court Phone Number

The Plaintiff in this action filed a complaint and motion for a Restraining Order on November 18, 2019. After reviewing the verified pleadings and affidavits, the Court determined that there existed a present danger of bodily injury to the Plaintiff and, therefore, held an emergency ex parte motion hearing on at 12:00 AM. At that hearing, the Court determined that the Plaintiff proved by a preponderance of the evidence the need for a Temporary Restraining Order.

The Court made the followings findings of fact:

- ☒ 1. The Plaintiff lives in Greenville County, South Carolina.
- ☒ 2. The Defendant lives at 34 Douglas Ave, which is in Greenville County, South Carolina.
- ☐ 3. The Defendant is employed at _____, which is located at _____.
- ☐ 4. The Defendant is a nonresident of this State or cannot be found.
- ☒ 5. The Harassment or Stalking, as described herein, occurred in Greenville, South Carolina.
- ☒ 6. The Defendant has committed the following acts which constitute Harassment in the 1st or 2nd degree or Stalking:

IT IS THEREFORE ORDERED THAT

- ☒ A. The Defendant is restrained, prohibited, and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's family.
- ☒ B. The Defendant is restrained, prohibited, and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations: ANY AND ALL

- ☒ C. The Defendant is restrained, prohibited, and forbidden from communicating or attempting to communicate with the Plaintiff in any way.

The terms of this Order remain in effect until December 2, 2019, the date of the hearing on the attached Rule to Show Cause, and may be extended by this Court at that time for good cause shown.

AND IT IS SO ORDERED.

Entered at 3:30 on 12/10/19, 2019.

Darrell Fisher
MAGISTRATE

**CERTIFIED COPY
DARRELL FISHER, JUDGE**

VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE PUNISHABLE BY THIRTY DAYS IN JAIL, A FINE OF FIVE HUNDRED DOLLARS, OR BOTH, AND IS IN ADDITION TO OTHER CRIMINAL PENALTIES WHICH MAY RESULT FROM SUCH ACTION.

PURSUANT TO SECTION 16-25-125 OF THE SOUTH CAROLINA CODE OF LAWS, IT IS UNLAWFUL FOR A PERSON WHO HAS BEEN CHARGED WITH OR CONVICTED OF CRIMINAL DOMESTIC VIOLENCE OR CRIMINAL DOMESTIC VIOLENCE OF A HIGH AND AGGRAVATED NATURE, WHO IS SUBJECT TO AN ORDER OF PROTECTION, OR WHO IS SUBJECT TO A RESTRAINING ORDER, TO ENTER OR REMAIN UPON THE GROUNDS OR STRUCTURE OF A DOMESTIC VIOLENCE SHELTER IN WHICH THE PERSON'S HOUSEHOLD MEMBER RESIDES OR THE DOMESTIC VIOLENCE SHELTER'S ADMINISTRATIVE OFFICES. A PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN THREE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN THREE YEARS, OR BOTH. IF THE PERSON IS IN POSSESSION OF A DANGEROUS WEAPON AT THE TIME OF THE VIOLATION, THE PERSON IS GUILTY OF A FELONY AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN FIVE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN FIVE YEARS, OR BOTH.

TO LAW ENFORCEMENT OFFICERS:

Notwithstanding any other provision of law, the terms of this Order are enforceable throughout this State. S.C. Code Ann. § 16-3-1750(E). Any person who violates a provision of this Order is subject to a fine of \$500, thirty days imprisonment, or both. S.C. Code Ann. § 16-3-1770(C). Law enforcement officers shall arrest a defendant who acts in violation of this Order after service and notice of the Order have been provided. An arrest warrant is not required. S.C. Code Ann. § 16-3-1800.

COPY GIVEN TO PLAINTIFF BY ____ (initials)

COPY GIVEN TO DEFENDANT BY ____ (initials)

**CERTIFIED COPY
DARRELL FISHER, JUDGE**

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2300183

Sean Eric Roach
PLAINTIFF(S)

Lee Yarborough
DEFENDANT(S)

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.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☒ **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:

This matter came before the Court on February 26, 2020, as an Appeal from the West Greenville Summary Court. Appellant, Mr. Sean Roach, was present for the hearing along with his counsel, Mr. David Rothstein. Mr. Wesley Few appeared on behalf of the Appellee. The Appellant seeks review of a temporary restraining order issued against the Appellant on December 10, 2019, by Judge Fisher of the West Greenville Summary Court. The Court reviewed the filings in this matter and considered the arguments of counsel during the hearing and finds that the matter must be remanded to the Magistrate Court for a hearing. Therefore, the Court orders that the case be remanded to the Magistrate Court and a hearing be held within ten (10) days of the entry of this order.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/26/2020 .

West Greenville Summary Court for Lee Yarborough

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: Sean Eric Roach VS Lee Yarborough

Case Number: 2020CP2300183

Type: Order/Electronic Form 4

So Ordered

s/ Edward W. Miller

Electronically signed on 2020-02-26 14:10:41 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MAGISTRATE COURT

Lee Yarborough

PLAINTIFF(S)

RESTRaining ORDER

Vs

2019OR2310100014
CIVIL CASE NUMBER

Sean Eric Roach

DEFENDANT(S)

DEFENDANT IDENTIFIERS				
SEX *	RACE *	DOB*	STATE	WEIGHT
M	W	7/10/1971	South Carolina	180
EYES	HAIR	HEIGHT		
Blue	Gray/Dark Mixed	6'2"		
Relationship to Plaintiff:		Former Employee		

And/or on behalf of minor family member(s) or other protected persons:
(List name)

Minor Children

Hubert Yarborough, Victim's Husband

Braxton Cutchin, Victim's Father

Defendant's Address

CAUTION:

*Indicates required information for entry into NCIC

☐ Weapon Involved

☐ Weapon Present on Defendant's Property

☐ Access to weapons

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter,
Defendant has been provided with reasonable notice and opportunity to be heard.
Additional findings of this order are as set forth below.

THE COURT HEREBY ORDERS:

- ☒ That the above named Defendant be restrained from committing further acts of abuse or threats of abuse.
☒ That the above named Defendant be restrained from any contact with the Protected Person as set forth on the attached pages.

The terms of this order shall be effective until

March 9

, 2021

WARNINGS TO DEFENDANT:

This order shall be enforced in any county of South Carolina and by the courts of any state, District of Columbia, any U. S. Territory, and may be enforced by Tribal Lands (18 U.S.C. Section 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. Section 2262).

State and federal law provides penalties for possessing, transporting, shipping, or receiving any firearm or ammunition (18 U.S.C. Section 922).

Only the Court can change this order.

For Additional Information Call:

864-271-5210
Sheriff Phone Number

864-467-4645
Clerk of Court Phone Number

After the filing of a complaint and motion for a Restraining Order on March 9, 2020 the Court held a hearing on at 10:00 AM. After hearing the evidence, and examining the affidavits and verified pleadings, the Court has determined that the plaintiff ☒ has/ ☐ has not proved by a preponderance of evidence the need for issuance of a Restraining Order.

The Court makes the following findings of fact: (Check all that apply)

- ☒ 1. The Plaintiff lives in Greenville County, SC.
- ☒ 2. The Defendant lives at 34 Douglas Ave which is in Greenville County, SC.
- ☐ 3. The Defendant is employed at _____ which is located at _____.
- ☒ 4. The Defendant :
 - ☐ is a current or former spouse of the victim
 - ☐ is a current or former intimate partner of the minor child's parent (minor child is protected person)
 - ☐ is a parent of the victim
 - ☐ cohabits or previously cohabited with the victim
 - ☐ has a child/children in common with the victim
 - ☐ is a person similarly situated to a spouse of the victim.
 - ☒ other: is a Former Employee of the Victim
- ☐ 5. The Defendant is a nonresident of this state or cannot be found.
- ☒ 6. The Harassment or Stalking, as described herein, occurred in Greenville County, South Carolina.
- ☒ 7. The Defendant has committed the following acts which constitute Harassment in the 1st or 2nd degree or Stalking: Harassment

IT IS THEREFORE ORDERED THAT (Check all that apply):

- ☒ A. The Defendant is restrained, prohibited and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's family, to include: Minor Children, Hubert Yarborough, Victim's Husband, Braxton Cutchin, Victim's Father
- ☒ B. The Defendant is restrained, prohibited and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations: Business and Home, _____
- ☒ C. The Defendant is restrained, prohibited and forbidden from communicating or attempting to communicate with the Plaintiff in any way, to include: ANY AND ALL
- ☒ D. Federal Firearms Prohibition, pursuant to 18 U.S.C. § 922
 1. Does the Order protect an intimate partner, a child of an intimate partner or a child of the defendant? ☐ YES ☒ NO
 2. Did the person restrained have actual notice and an opportunity to participate in the hearing? ☒ YES ☐ NO
 3. Does the Order find the restrained person a credible threat or explicitly prohibit the use, attempted use, or threatened use of physical force? ☐ YES ☒ NO
- ☒ E. A copy of this Order shall be served on the following law enforcement agencies:
Greenville County Sheriff's Office

The terms of this Order remain in effect until , , (a period of at least one year) and may be extended by this Court for good cause shown. If the defendant has been or is during the duration of this Order charged with the crime of Harassment in the 1st or 2nd degree or Stalking, the terms of this Order remain in effect until the conclusion of the defendant's trial.

AND IT IS SO ORDERED.

Entered at 2:30 ☐ a.m. / ☒ p.m. on March 9, 2020


MAGISTRATE

VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE PUNISHABLE BY THIRTY DAYS IN JAIL, A FINE OF FIVE HUNDRED DOLLARS, OR BOTH, AND IS IN ADDITION TO OTHER CRIMINAL PENALTIES WHICH MAY RESULT FROM SUCH ACTION.

PURSUANT TO SECTION 16-25-125 OF THE SOUTH CAROLINA CODE OF LAWS, IT IS UNLAWFUL FOR A PERSON WHO HAS BEEN CHARGED WITH OR CONVICTED OF CRIMINAL DOMESTIC VIOLENCE OR CRIMINAL DOMESTIC VIOLENCE OF A HIGH AND AGGRAVATED NATURE, WHO IS SUBJECT TO AN ORDER OF PROTECTION, OR WHO IS SUBJECT TO A RESTRAINING ORDER, TO ENTER OR REMAIN UPON THE GROUNDS OR STRUCTURE OF A DOMESTIC VIOLENCE SHELTER IN WHICH THE PERSON'S HOUSEHOLD MEMBER RESIDES OR THE DOMESTIC VIOLENCE SHELTER'S ADMINISTRATIVE OFFICES. A PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN THREE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN THREE YEARS, OR BOTH. IF THE PERSON IS IN POSSESSION OF A DANGEROUS WEAPON AT THE TIME OF THE VIOLATION, THE PERSON IS GUILTY OF A FELONY AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN FIVE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN FIVE YEARS, OR BOTH.

TO LAW ENFORCEMENT OFFICERS:

Notwithstanding any other provision of law, the terms of this Order are enforceable throughout this State. S.C. Code Ann. § 16-3-1750(F). Any person who violates a provision of this Order is subject to a fine of \$500 or imprisonment not to exceed thirty days, or both. S.C. Code Ann. § 16-3-1770(C). Law enforcement officers shall arrest a defendant who acts in violation of this Order after service and notice of the Order have been provided. An arrest warrant is not required. S.C. Code Ann. § 16-3- 1800.

COPY GIVEN TO PLAINTIFF BY _____ (initials)

COPY GIVEN TO DEFENDANT BY _____ (initials)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
Sean Eric Roach,	)	Case No. 2020-CP-23-01669
	)	
Appellant-Defendant,	)	
	)	
vs.	)	ORDER
	)	
Lee Yarborough,	)	
	)	
Respondent-Plaintiff.	)	
_____	)	

This matter came before the Court upon Appellant Sean Roach's Appeal from a Magistrate's Court Restraining Order and was heard by WebEx on July 22, 2020 with consent of all parties and with a Court Reporter. Participating in the hearing were David Rothstein for Appellant and Wesley Few for Respondent Lee Yarborough.

This appeal arises out of a proceeding in Magistrate's Court which resulted in a Restraining Order issued on March 9, 2020 against Appellant. The Respondent had filed a Rule to Show Cause and the Magistrate held a hearing on December 2, 2019 and issued his first Restraining Order which, on appeal, was remanded back for a new hearing. A second hearing was held on March 9, 2020 resulting in the Restraining Order from which this appeal has been taken. Appellant's Notice of Appeal asserts numerous grounds for vacating the Magistrate's Order: (1) failure to grant Appellant's Motion to Dismiss; (2) failure of Respondent to meet her burden; (3) failure of Magistrate's Order to list specific acts of harassment; (4 & 5) order not supported by the testimony; and (6) improperly issued Order for Federal Firearms Prohibition without proper finding.

On a civil appeal, Circuit Court must “give judgment according to the justice of the case without regard to technical errors and defects which do not affect the merits. In giving judgment, the court may affirm or reverse the judgment of the court below, in whole or part, as to any or all the parties and for errors of law or fact.” **S.C. Code §18-7-170**. As confirmed by the Court of Appeals, the Circuit Judge, sitting in an appellate capacity has the ability to make a determination in the same manner as Circuit Courts in trials without a jury, and to reverse a judgment for errors of fact, even though the Circuit Judge may not have had the opportunity to observe the demeanor of the witnesses. *Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp*, 280 S.C. 232 (S.C. App. 1984).

The Court has reviewed all materials filed with the Court, legal briefs and a transcript of the Magistrate's proceedings. The Magistrate filed his return to the Appeal with a 2 page document labeled as "Answer to Civil Appeal." In this Answer, the Magistrate does not summarize any of the testimony or evidence presented nor the basis of his findings. The Magistrate's Answer states that "due to the preponderance of evidence, it is my opinion, that a restraining order was needed to keep all parties from contacting each other." (emphasis added). Furthermore, the Answer states that he issued a "Restraining Order that is to remain in place until March 31, 2020." In reviewing the portions of the transcript cited by the Appellant's attorney, it appears that the parties have a significant dispute over Appellant's termination from employment and certain actions taken by Appellant towards the business, which is being litigated in Federal Court. As reviewed by this Court, the testimony does not support a finding of harassment 1st or 2nd degree or stalking—which is required for the Magistrate to issue this Restraining Order. The Magistrate indicated that the basis for the Restraining Order was "harassment" (Item #7); however, the Order does not designate 1st Degree or 2nd Degree harassment. The testimony from

the Respondent primarily dealt with some postcards which were sent to 3rd parties and targeted the business where Appellant previously worked and did not appear to target the Respondent (although one of the postcards did identify Respondent). On cross examination by Appellant's counsel at the hearing, Respondent specifically denied that Appellant had engaged in any of the acts outlined in the statute. (The Court realizes that the statutory language was not intended to be all inclusive). In addition, the Restraining Order applied to other individuals who were not parties to this action. The Court is also concerned with certain documents which were contained in the Magistrate's file and filed with the return. The documents in question are: (1) what appears to be a 4 page report from a private investigator; and, (2) a 1 page document which appears to be a note to the private investigator from the Respondent. These documents are filled with hearsay statements and assert serious allegations against the Appellant. Even though this was in the Magistrate's file and possibly considered by the Magistrate, their existence was not revealed to Appellant nor his counsel until these documents were filed with the Clerk of Court in connection with this appeal. The inability of the Appellant to review the matter and have his attorney cross examine its author is highly prejudicial to Appellant. Furthermore, this Court finds that several items attached to the Complaint were not properly before the Court. Also of concern is the fact that the initial Restraining Order appears to have been issued *ex parte* after the Magistrate had given Appellant two weeks to retain a lawyer. Although the statutory scheme for Restraining Orders allows for an *ex parte* proceeding, this would not be proper after the Appellant had appeared and given a 2 week extension. That initial Order went up on appeal and was remanded back for a new hearing. Even though the standard is preponderance of evidence in this matter, it almost seems as though Appellant had a presumption against him from the start and a very difficult burden to overcome. The parties are involved in litigation in Federal Court

and the Magistrate's Court should not be used to gain some unfair advantage. Based on the testimony and evidence, this Court finds that the Respondent failed to meet her burden in establishing harassment or stalking and, therefore, vacates the Restraining Order dated March 9, 2020. Further, the Court grants Appellant's request to have the records destroyed as provided by S.C. Code §16-3-1760 (E) 30 days after receipt of this Order.

Since the Restraining Order is being vacated on the grounds set forth above, the Court did not find it necessary to address the other issues raised on appeal.

It is so Ordered.

Signature of Judge Perry H. Gravely to follow.



Greenville Common Pleas

Case Caption: Sean Eric Roach VS Lee Yarborough

Case Number: 2020CP2301669

Type: Order/Vacate Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2020-07-23 15:06:52 page 5 of 5

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2301669

Sean Eric Roach
 PLAINTIFF(S)

Lee Yarborough
 DEFENDANT(S)

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.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

See Page 2

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/07/2020 .

West Greenville Summary Court for Lee Yarborough

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

Following the Order vacating the Judgment by Magistrate's Court, Appellant-Defendant filed a Motion for Costs under S.C. Code §18-7-220 and Rule 54(e), SCRPC. The Court finds that Appellant-Defendant is entitled to costs, but just for those costs associated with this appeal and not the prior appeal. Therefore, costs awarded are as follows: (1) Filing Fee for Appeal \$180.32; (2) Transcript for March 2020 hearing \$708.05; (3) Copies \$22.40; and (4) Motion fee \$31.74. Therefore, Appellant-Defendant is awarded Costs of \$942.51 against Respondent-Plaintiff. It is so Ordered.



Greenville Common Pleas

Case Caption: Sean Eric Roach VS Lee Yarborough

Case Number: 2020CP2301669

Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2020-08-07 14:45:41 page 3 of 3

STATE OF SOUTH CAROLINA) IN THE MAGISTRATES COURT
COUNTY OF GREENVILLE) WEST GREENVILLE SUMMARY COURT

LEE YARBOROUGH,

PLAINTIFF,

V.

SEAN ERIC ROACH,

DEFENDANT.

C.A. No.: 2019-OR-23-10100014

**COMPLAINT AND MOTION
FOR RESTRAINING ORDER
(Harassment and Stalking)**

RECEIVED
DEC - 5 2019
WEST GREENVILLE
SUMMARY COURT

Plaintiff Lee C. Yarborough ("Plaintiff"), complaining of the Defendant Sean Eric Roach ("Defendant"), by way of this Verified Complaint asserting her claims under S.C. Code Ann. § 16-3-1700 *et seq.* (2005, as amended and known as "Mary Lynn's Law"), would respectfully show unto this Honorable Court and allege as follows:

1. The Plaintiff resides in Greenville County, South Carolina, and she has lived in the County most of her adult life. Plaintiff's parents grew up in Easley and she was born and raised primarily in Greenville. Since approximately 2006, Plaintiff's residence address has been at 16 Heather Way, Greenville, South Carolina 29605. Plaintiff resides at this address with her Family and pets. Plaintiff's place of employment is known as Propel HR, which is located at 669 North Academy Street, Greenville, South Carolina 29601.

2. Defendant, on information and belief, resides at 34 Douglas Drive, Greenville, South Carolina 29605. Defendant's residence is approximately 0.3 miles from the Plaintiff's residence. On information and belief, Defendant has resided at this address for approximately one year.

3. Defendant knows where the Plaintiff lives and works. Defendant is also aware that the Plaintiff and her family are members of the Greenville Country Club, and that she sometimes attends the YMCA facilities on Cleveland Street, also known as the Caine Halter YMCA.

4. On information and belief, Defendant is aware that Plaintiff's husband, Hubert Yarborough, works at FAVOR Greenville, with his office located at 355 Woodruff Road, Suite 303, Greenville, South Carolina 29607.

5. Plaintiff received a diploma from Lakeside High School. After graduation from high school, she attended Vanderbilt University from 1989 to 1993, earning a Bachelor of Arts in History.

6. In 1996, Plaintiff and her father, Braxton Cutchin, founded Propel HR. The company's mission is to provide valuable human resources outsourcing solutions through client-focused partnerships.

7. Since its founding, Propel HR has achieved its goals of creating successful and thriving business partnership, has expanded its lines of service, and grown to employ over three dozen people.

8. Plaintiff is presently the President and one of the principal owners in the assets and interests of Propel PEO, Inc. ("PEO"), and Propel HR, Inc. ("HR"), each of which is a corporation organized and existing according to the laws of the state of South Carolina. (Hereafter, PEO and HR may be collectively referred to as "Propel" or "Propel HR.").

9. Propel PEO, Inc. is a professional employer organization licensed by the South Carolina Department of Consumer Affairs as well as a certified professional employer organization ("CPEO") certified by the Internal Revenue Services.

10. Propel HR has expended considerable time and resources developing its good name and reputation for service in the local community, built upon its guiding principles of Integrity, Excellence, Growth and Stewardship.

11. Propel HR is accredited by and holds an "A+" rating from the Better Business Bureau®. Propel HR has also been named Small Business of the Month by the Greenville Chamber of Commerce.

12. Since founding Propel HR, Plaintiff has been active in the local community, as well as within the PEO and HR industry, including but not limited to the following:

- serving on the Board of Directors (currently as Vice Chair) of the National Association of Professional Employer Organizations (NAPEO), which is intended to be the Voice of the PEO¹ Industry;
- serving as Chair for the NAPEO Carolinas Leadership Council;
- In 2015, was named a Fellow in the 11th class of the Liberty Fellowship Program, and a member of the Aspen Global Leadership Network;
- serving currently on the Board of Public Education Partners; and
- founding and serving as director of Read Up Greenville, a young adult and middle grades book festival in downtown Greenville, South Carolina.

13. Plaintiff and her company, Propel HR, value and enjoy their excellent reputation for business acumen, community service, and good character.

¹ According to the NAPEO, PEOs provide payroll, benefits, regulatory compliance assistance, and other HR services to small and mid-sized companies.

14. Mr. Roach, and his company, Idea Catapult, LLC,² by virtue of the now terminated consulting relationship with Propel HR (EXHIBITS 2-4), on information and belief, is and was well aware of Plaintiff's ownership interests in Propel HR, and the extent of her ownership. As such, the Defendant knew that any action taken adverse to Propel HR, is also directed at Plaintiff personally as the owner and one of the founders of Propel HR.

15. Propel HR is in possession of all rights associated with the federally registered trademark, granting exclusive rights in the mark PROPEL HR, specifically including but not limited to all rights for goods and services, including "[s]erving as a human resources department for others; human resources management services, namely, administration of payroll processing and employee wages, time and labor tracking, and employee leave of absences; human resources consultation; [and] [c]laims administration in the field of workers' compensation; financial administration of master 401(k) plans and Section 125 plans," known and identified in the Patent and Trademark Office as Registration No. 5,284,048 (hereafter "PROPEL HR" or "Trademark").

16. The PROPEL HR / Trademark / name has been in continuous use by Propel HR since at least as far back as April of 2007. In addition to the Trademark, and as shown on its web-site, Propel HR also uses the phrase or tagline, "Business Forward," as part of its tradename, and in the promotion of its services to existing and prospective clients and customers.

17. Plaintiff is informed and believes that the Defendant's "unauthorized use" use of Propel HR's Trademark, Propel HR, as described and set forth herein with respect to at least the eight (8) mailings identified below (EXHIBITS 5-12), is a violation of federal law, including but

² See EXHIBIT 13, Twitter profile of Defendant and his company, Idea Catapult.

not limited to the Lanham Act, 15 U.S.C. § 1125, and the Roach Confidentiality Agreement (**EXHIBIT 2**), as specifically prohibited at Paragraph 7.³

18. These malicious and illegal uses constitute infringement, tarnishment, and / or dilution and cannot be considered to serve any useful or legitimate purpose.

19. In addition to owning exclusive rights in the PROPEL HR / Trademark, Plaintiff and Propel HR have spent considerable resources developing their good names and reputations for professional services in the local, regional and national business communities.

GREENVILLE NEWS - ADVERTISEMENT BY DEFENDANT

20. On or about October 7, 2018, representatives of HR and / or PEO saw an advertisement in the Greenville News, entitled, "IT WASN'T A SHARK THAT KILLED HER! It was much worse ...". This advertisement is attached here as **Exhibit 1**, and as shown in the grey shaded box at the bottom right, the advertisement concluded by stating, "Widowed Dad Wants to Work For You," and set forth what turned out to be contact information for the Defendant, Sean Eric Roach, at a telephone number of 864-447-5445.

21. After seeing this advertisement, representatives of Propel HR contacted Mr. Roach and he quickly began selling his proposed sales services.

22. Sometime after this advertisement was run and contact was made with Mr. Roach, he attended a Kronos conference / event in Las Vegas, Nevada, with Plaintiff's brother, Rob Cutchin, and business partner, Paul Garrigan, and Paul's spouse. Paul is also a principal / owner of Propel HR, and Rob also works for the Propel HR.

³ Para. 7 of the Roach Confidentiality Agreement, provides: "7. No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder."

23. Mr. Roach represented that he was from Las Vegas and apparently entertained Rob and Paul and Paul's wife while they were in Nevada.

ROACH AGREEMENTS, THREATS AND TERMINATION

24. On or about October 29, 2018, Sean Roach as CEO of his company, Idea Catapult, LLC, entered into a Confidentiality and Non-Disclosure Agreement with Propel HR (hereafter "Roach Confidentiality Agreement," attached here as **Exhibit 2**).

25. On or about November 1, 2018, Sean Roach individually and his company, Idea Catapult, LLC, entered into an Independent Contractor Agreement with Propel HR (hereafter "Roach IC Agreement," and attached as **Exhibit 3**) (The Roach IC Agreement and the Roach Confidentiality Agreement may hereafter be referred to collectively as the Roach Agreements).

26. In or around January of 2019, Mr. Roach began a very aggressive and concerning push to get Propel HR to purchase a very expensive Customer Relations Management ("CRM") system, known as Salesforce. One of the reasons Defendant used to "uncomfortably urge" Propel HR to purchase this CRM system was that he had arranged a deal through some alleged expert Salesforce implementation consultants.

27. In or around January and February of 2019, Mr. Roach approached Plaintiff and represented that the Propel HR sales team felt like Plaintiff "sh%t," on them. This made Plaintiff feel very, very uncomfortable as Defendant knew that the Plaintiff does not speak that way in the office. After this incident and verbal exchange, Mr. Roach mailed Plaintiff a package containing two plastic "poops," each resembling an actual pile of feces. Mr. Roach somehow knew when the Plaintiff had opened the package, and almost immediately thereafter contacted Plaintiff electronically to ask if she liked it.

28. Mr. Roach later sent a supposed apology email, apparently knowing the poop package was not well received. Plaintiff did not know how to respond and was very upset at that time.

29. Among other things that caused the Plaintiff concern, around this same time, Defendant insisted on telling Propel HR employees that he was “performing a colonoscopy” of the company. This characterization was not provided for in any of the Roach Agreements and Defendant knew it was not well received by the Plaintiff.

30. On May 13, 2019, for good cause, Propel HR exercised its right to terminate the Roach Agreements. Propel HR sent a termination letter to Mr. Roach on May 13, 2019, and stated, in part: “As a reminder, the terms of that certain Confidentiality and Non-Disclosure Agreement signed by Propel and Contractor on October 29, 2018, remain in effect for a period of five (5) years. In addition, the provisions on the non-solicitation of clients set forth in paragraph 9 of the Agreement remain in effect for a period of twelve (12) months following the termination of the Agreement.”

31. Around the time of the impending termination of his contractual relationship with Propel HR, Mr. Roach told Propel HR representatives that he would go “nuclear” on them, and also began sending threatening messages to Propel HR employees, including the following to Propel HR Executive team members:

- Sent a text message on or about May 14, 2019, to Paul Garrigan, a principal in Propel HR, stating, “Told you last night I wanted to end this and right, not go to battle,” and “I’m seeing red!”;

- Sent a text message to Plaintiff’s father, Braxton Cutchin, on or about June 14, 2019, stating, “And know this will become a game for me to Right this Wrong you have caused! I will

play this Game for Years to come (I have not even started to play), I know you know I am competitive and play to Win, and since you are saying you want to hurt me, you will have to kill me to end the game!" (underline emphasis added);

- Sent a text message to Braxton Cutchin, Paul Garrigan, and Plaintiff on June 19, 2019, stating he "heard" them in their offices at Propel HR.

32. In addition to the above described threats to Propel HR Executive team members, Mr. Roach also communicated with current or former Propel HR employees, as follows:

- contacted multiple employees stating he would get them a job with another company and that Propel was in trouble. He spread untrue information to employees and harassed them;

- contacted an employee by telephone and then sent a text message on or around June 11-13, 2019, insinuating that he was watching propel HR employee actions and listening to conversations in Plaintiff's offices, stating he could not "get my popcorn fast enough to watch," and also stating he could not hear as well in certain parts of the office building, causing employees to ask that Propel HR lock the front door to the building during the workday for fear of the Defendant;

- Contacting an employee and stating, "detriment was coming to Propel," and also that he could find her a better place to work. Mr. Roach again stated that he "knows, hears, and sees more than anyone knows," and that his "goal is to crush the company and I'm good at what I do"; and

- Stated to an employee on or about May 25, 2019, that he was "taking Propel down piece by piece."

33. Needless to say, Plaintiff and other Propel HR employees and members of the Executive Team were very concerned after being made aware of the above-identified

communications, and, in hindsight, feel a Restraining Order should have been obtained at that time.

34. Due to growing concerns about the communications from Mr. Roach after the termination on May 13, 2019, Propel HR engaged outside counsel to send a cease and desist letter. Attached here as Exhibit 4 is the letter sent to Mr. Roach and his company, Idea Catapult, LLC, from Propel HR's outside counsel at the Ogletree Deakins law firm, dated June 18, 2019.

35. Among other matters as set forth in the letter, including to cease and desist communications with Propel HR clients and employees, Propel HR reminded Mr. Roach regarding the Roach Confidentiality Agreement (EXHIBIT 2), as follows:

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession.

36. Mr. Roach responded to Propel HR's counsel making threats of a breach of contract claim, yet he continued to violate the Roach Confidentiality Agreement by not returning the Confidential Information belonging to Propel HR, as required by Paragraph 6 of the Roach Confidentiality Agreement (EXHIBIT 2).

37. If Mr. Roach felt he had any legal recourse or a problem with the way his and his company's relationship with Propel HR was terminated, specifically via the Roach Agreements, he could have and should have conferred over the matter and / or filed a civil lawsuit to enforce any allegedly breached provisions of the Roach Agreements (Exhibits 2-3).

38. Instead, Defendant has engaged in a malicious campaign against the Plaintiff and her company, made possible only by his blatant disregard for and intent to violate applicable legal provisions, including but not limited to:

- (i) Lanham Act, 15 U.S.C. § 1051 *et seq*;
- (ii) Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq*;
- (iii) Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq*;
- (iv) S.C. Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq*;
- (v) S.C. Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq*;
- (vi) The Roach Confidentiality Agreement (EXHIBIT 2); and
- (vii) The Roach IC Agreement (EXHIBIT 3).

39. Based not just on the fact that the eight mailings described below were mailed to Propel HR clients, but also included the last 4 digits of some of those client's EIN / TIN (*see* originals / unredacted copies of EXHIBITS 5-12), Defendant, at a minimum, has illegally accessed and used Propel HR's confidential information in violation of the Roach Confidentiality Agreement (EXHIBIT 2), specifically at Paragraphs 1 and 2.

40. Defendant never sought or obtained permission from Propel HR to use their Confidential Information at any time after termination of the Roach Agreements.

41. Defendant knew he intended to use this Confidential Information improperly, and that is why he did not return it to Propel HR as he was contractually bound to do.

42. If not for Mr. Roach's unauthorized access and use of Propel HR's confidential and protected computer systems and data in violation of the Roach Agreements, he could not have sent the mailings described herein, and he also could not have conducted unauthorized surveillance of the Plaintiff and other Propel HR employees.

SURVEILLANCE BY ROACH

43. Also, as a result of these actions by Mr. Roach, specifically his stating and bragging that he could still “hear” and “see” Plaintiff and other Propel HR employees, Propel HR took steps to ensure it had additional security measures in place, up to and including hiring security to protect the Plaintiff, her family, friends and co-workers.

44. Plaintiff is informed and believes that Mr. Roach accessed and continued to access Propel HR’s in-office computer operated security cameras through a smartphone app without authorization from Propel HR.

45. When this computerized surveillance system was initially installed in the Propel HR offices and prior to the termination of the Roach Agreements, Defendant went out of his way to show Plaintiff how to use the app to access the surveillance camera footage.

46. Defendant claimed to others, including Propel HR employees, knowledge of facts that suggested he could see Plaintiff moving about in the Propel HR office. Once Propel HR took down that method of access, Defendant no longer stated he could see Propel HR personnel moving around in the office.

47. As a result of these alarming and harassing actions, on or about June 20, 2019, the Greenville City Police were notified, Detective Drew Palmer, and they opened Case # 19-37907.

48. On information and belief, Detective Palmer contacted Mr. Roach and advised him to not contact anyone from Propel HR. Defendant was also told by Detective Palmer and by Propel HR’s attorney (EXHIBIT 4) to cease contact with Propel, yet he has continued to contact Propel employees and former employees, and to harass and annoy clients .

49. Mr. Roach has also ranted about Plaintiff to her neighbors. Plaintiff does not feel safe walking in my own neighborhood, where she has lived since 2006.

50. These actions by Mr. Roach show a pattern that he is attempting to smear Plaintiff's image and the image of Propel HR, as he has stated his goal is he wanted to "destroy Propel," and he "wanted to take Propel down."

51. These actions of Mr. Roach have caused an unreasonable intrusion into the Plaintiff's private life, as he has contacted her neighbors.

52. One of the cards described below references "college girls" (EXHIBIT 10). Mr. Roach knows Plaintiff's oldest daughter is a senior in high school and this was considered a threat towards Plaintiff and others in her family.

53. These actions and offensive intrusions into the private life of the Plaintiff by Mr. Roach violate law, and serve no legitimate purpose. There is no legitimate purpose to try to "take Propel down" and potentially hurt not only Plaintiff, but employees and clients of Propel HR.

54. On information and belief, Defendant has also stated his intention to drive clients away from Propel HR, likely to competitors where former Propel HR employees now are employed and are known to have violated provisions in their agreements with Propel HR. It is not known at this time if any of the targeted Propel HR clients have left or will leave and take their business elsewhere due to the actions of Mr. Roach. One example of the harm these actions by Roach have caused the Plaintiff and Propel HR, is set forth in the attached letter from a Propel HR client, The Furman Co., dated November 27, 2019 (EXHIBIT 14), stating:

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

55. This situation has caused Plaintiff to suffer tremendous mental and emotional distress, including anxiety, weight loss, and constant fear. As a result, Plaintiff has had to go see her doctor on November 8, 2019, and was prescribed medications to assist her with handling the situation.

PAST ALLEGATIONS OF PROPERTY DAMAGE, HARASSMENT

56. Defendant, on information and belief, is very experienced in the use of and installation of security systems. Defendant talked about and showed Plaintiff and others at Propel the security systems, including cameras in almost every interior room, he allegedly had in place in his home in California at 58 Calle Manzanita, Rancho Mirage, California.

57. On information and belief, Defendant lived at this address above from approximately December of 2015 to June of 2018. *See e.g., Kimmes et al v. Metaweb, LLC, the SPR Living Trust, and Sean Roach*, PSC-18-04531, filed July 31, 2018, pending in Riverside County Superior Court (the "California Lawsuit").

58. According to the allegations in the California Lawsuit, Mr. Roach caused hundreds of thousands of dollars in damage to the property, quoting from Paras. 18-22, as follows:

18. On June 19, 2018, the foreclosure sale occurred. On June 20, 2018, PLAINTIFF took possession of the Property and discovered that META WEBS, SPR and ROACH stolen all of the interior doors and cabinet doors and glass shelves in living and dining room; stole all of the appliances in the house and casita including the dishwasher, washer, dryer, refrigerator and microwave; stolen all of the closet organizers and tile and glass doors from the showers; stolen all of the interior and exterior lighting fixtures; stolen all of the fireplace glass; outside fire pit table and all of the outdoor screens. META WEBS, SPR and ROACH also emptied the pool and threw urine and debris all over the Property.

19. METAWEBS, SPR and ROACH also failed to maintain the interior and exterior of the Property inclusive failing to fix water leaks, water damage and black mold, maintain the carpet, wall coverings and interior and exterior paint. META WEBS, SPR and ROACH also failed to maintain the pool and spa and all exterior custom landscaping.

20. To date, PLAINTIFF has suffered losses of having to pay off the HERO Loan of \$100,000.00, the payment of taxes and insurance of 30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

21. On numerous occasions, PLAINTIFF has demanded that METAWEBS, SPR and ROACH pay PLAINTIFF the amounts due on the HERO Loan of \$100,000.00, taxes and insurance of \$30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

22. META WEBS, SPR and ROACH have refused PLAINTIFF'S demands.

59. According to news reports, Mr. Roach was involved in litigation in Las Vegas years ago, where he was accused of "defaming" and "trespassing on" property, as well as "engag[ing] in a malicious campaign of lies, stalking and personal attacks to cause [his adversary] emotional distress."

60. In reports related to that lawsuit in Nevada, Defendant was also apparently accused of "persuading [his adversary's] customers to not patronize his seminars," and also having a "personal vendetta."

61. While it is not known if the allegations in the California Lawsuit or the Nevada lawsuit are true, those lawsuits show that the Plaintiff has previously been accused of the same type of abusive and illegal conduct he has directed toward Plaintiff here in Greenville, South Carolina.

62. On information and belief, Mr. Roach has had other very uncomfortable run-ins / encounters with people since he moved to Greenville, South Carolina, causing them to sever ties with the Defendant due to fear of his conduct and actions.

63. Prior to receiving notice of the mailings described below, Plaintiff and others at Propel HR had heard through current and / or former employees that Mr. Roach had stated to them that he was going to be sending out some defamatory mailings, but Propel HR had no way to know when or how this would be done. At least one such source has advised that they were actually shown one or more of the proposed mailings by Mr. Roach.

THE SEVEN EIGHT MAILINGS

64. Beginning on or about October 31, 2019, and running through as recently as Monday, December 2, 2019, the following eight (8) mailings have been sent to Propel HR clients and customers, Plaintiff's neighbors, PEO industry associations for which the Plaintiff serves on boards, and trade associations.

65. **Exhibit 5** - On or about October 31, 2019, numerous clients of the Plaintiff's company contacted representatives of the companies to advise of receipt of an item in the U.S. Mail ("1st mailing"). Reporters of this information received an envelope with printouts of confidential resignation letters from former employees, Angela Tyler and Arron Drye. These 1st mailings originated from Jackson, Mississippi. The outside of the envelopes included a picture of a postcard ("2nd mailing") containing the name of the Plaintiff Lee Yarborough, the Propel HR

federally registered trademark, and purporting to depict the Plaintiff as associated with illegal and / or offensive conduct, including "racism," and workplace discrimination, including allegations of "hostile work environment," and "sexual harassment (if you are good looking)" (hereafter "The Help" letter or "1st" mailing). A representative copy of this 1st mailing is attached here as **EXHIBIT 5**.

66. This 1st mailing included a fictitious return name in Jackson, Mississippi, and apparently used the address of a legitimate business without their permission. The letter was sent to Propel HR clients, board members of a national trade association (NAPEO), board members of a partner trade association, and to the nearby Greenville Country Club.

67. These inflammatory allegations are all false, as Propel HR has never even been sued for employment discrimination. Any such claims that may have been asserted are either unknown to Plaintiff, or were resolved in favor of Propel HR.

68. Mr. Roach knew those allegations were false and unfounded, and that he had no evidence to support them. Yet he represented those illegal acts as fact, and attempted to confuse Propel HR clients, as well as Plaintiff's friends and neighbors by creating the mailing to suggest it originated from Propel HR in an effort to harm the company, and to intimidate and harass the Plaintiff.

69. After the first mailings were sent, Plaintiff contacted police and met with Greenville City Police, Detective Jim Dempsey, Case #19-71817.

70. **Exhibit 6** - On or about October 31, 2019, representatives of the Plaintiffs were made aware of an actual postcard (first postcard, and "2nd mailing"), a copy of which was on the outside envelope of the first mailing, with the same "The Help" message and using the Propel HR name and registered trademark. This 2nd mailing was apparently mailed separately

from the 1st mailing / The Help letter, and apparently sent to all the recipients of the 1st mailing and also to hundreds of Plaintiff's neighbors in and around the Plaintiff's residence at 16 Heather Way and around the Greenville Country Club. This postcard included a super-imposed image of the Plaintiff on it, as well as Plaintiff's name, in a manner that was obviously intended to harass, intimidate, and defame the Plaintiff. A representative copy of this 2nd mailing is attached here as **EXHIBIT 6.**

71. This 2nd mailing / The Help post card included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

72. **Exhibit 7** - On or about November 4, 2019, representatives of the Plaintiff were made aware of a second postcard ("3rd mailing") which we may also describe and refer to as "The Jerk." This postcard depicted an image of a current employee of the Plaintiff's company, as well as the Propel HR name and trademark. This card specifically singled out a Propel HR employee that Mr. Roach disliked and often stated how much he disliked this person. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 3rd mailing is attached here as **EXHIBIT 7.**

73. This 3rd mailing / The Jerk postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

74. **Exhibit 8** - On or about November 11, 2019, representatives of the Plaintiff were made aware of a third postcard ("4th mailing") which we may also describe and refer to as "The Invitation." This postcard was a random image but did contain the Propel HR name and trademark. This card referenced client information, and also accused the Plaintiff's company,

Propel HR, of illegal actions and conduct, including a hostile and harassing workplace. This card was apparently mailed to all of the recipients of the 1st mailing. A representative copy of this 4th mailing is attached here as EXHIBIT 8.

75. This 4th mailing / The Invitation postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

76. Exhibit 9 - On or about November 12, 2019, representatives of the Plaintiff were made aware of a fourth postcard ("5th mailing") which we may also describe and refer to as "The Party." This postcard was a random image but did contain the Propel HR name and trademark. The back of this card had the same information as was included on the 4th mailing. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 5th mailing is attached here as EXHIBIT 9.

77. This 5th mailing / The Party postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

78. Exhibit 10 - On or about November 18, 2019, representatives of the Plaintiff were made aware of a fifth postcard ("6th mailing") which we may describe and refer to as "Adult Entertainment." This postcard was apparently a random image but did contain the Propel HR name and trademark, and it did purport to depict a representative of Propel HR, namely the Plaintiff's father Braxton Cutchin, by apparently cropping an image of his face onto the image on the mailed postcard. This card was apparently mailed to all of the recipients of the first mailing and also to hundreds of the Plaintiff's neighbors. The contents of this 6th mailing / postcard referenced a "Christian woman-owned Company," in an obvious attempt to further intimidate,

harass and defame the Plaintiff. A representative copy of this 6th mailing is attached here as

EXHIBIT 10.

79. This 6th mailing / Adult Entertainment postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

80. **EXHIBIT 11** - On or about November 22, 2019, representatives of the Plaintiff were made aware of a 7th mailing which we shall refer to as "Thanksgiving Card." This card contained images of five current staff of Propel as well as an image of the "Grim Reaper," which is well known to be a symbol of death. It also contained the Propel HR name and trademark. This card was apparently mailed to all of the recipients of the 1st mailing, and some neighbors. A representative copy of this 7th mailing is attached here as **EXHIBIT 11.**

81. In an apparent attempt to use a confusingly similar tagline, this 7th mailing / Thanksgiving Card (**EXHIBIT 11**) includes the following text: "Business Backward."

82. In contrast, the postcards / mailings identified above as **EXHIBITS 6-10** all included Propel HR's common law trademark / tagline, "Business Forward."

83. **EXHIBIT 12** - On or about December 2, 2019, representatives of the Plaintiff were made aware of an 8th mailing which we may describe and refer to as the "EIN Card." This card contained what appears to be an Employer Identification Number / Tax Identification Number (EIN / TIN), and contained the text on the back as shown below (bold emphasis in original). This 8th mailing / EIN Card again contained the Propel HR name and trademark, suggesting the mailing originated and / or was authorized by the Plaintiff's company. At this time, it is not known the extent of distribution of this 8th mailing / EIN Card. It is known that this card was mailed to clients of the Plaintiff's company.

84. This EIN Card appears to have been mailed on November 29, 2019, which the Plaintiff believes is after the time that the Defendant had received notice of this action seeking a Restraining Order. A representative copy of this 8th mailing is attached here as **EXHIBIT 12**.

85. This 8th mailing / EIN Card postcard, just like the 2nd, 3rd, 4th, 5th, and 6th mailings, also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

86. This 8th mailing / EIN Card purports to have included the last 4 digits of the Propel HR client recipient's EIN, again intended to cause harm and embarrassment to the Plaintiff and her company, Propel HR.

87. Below is the text as shown on the 8th mailing / EIN card (**EXHIBIT 12** - bold in original, red added for emphasis):

**Is your EIN
(Employer Identification Number)
SAFE?**

29 NOV 19 PM 1L [postal stamp]

Your company **EIN** is just like your personal Social Security Number!

Did you know a single company **EIN** with the known business address and the legal business name is worth between **\$1,000 and \$10,000++** on the Dark Web?

Your Bank Accounts can be **accessed and drained!**

Credit can be taken out in your business name!

Fake tax returns can be filed for your business!

Is your current HR company keeping your EIN safe and protected?

Or are they sending it via spreadsheets in emails and using unsecured computers and untested software? ;-)

If you are wondering the answer, the last four of your EIN might be on this postcard address label, because it is **NOT SAFE!**
Can you risk losing it all to this dirty "The Sun is Shining" secret?

Time to look for a NEW HR Company!

88. As shown above, this 8th mailing / EIN Card postcard attempts to instill fear and anxiety in customers and clients of Propel HR, and / or to otherwise harass, intimidate and embarrass the Plaintiff.

89. Not surprisingly, since this 8th mailing went out, many more clients of Propel HR have contacted the Plaintiff and her co-workers stating they felt "threatened," upon receipt of it, and many continue to think their employee's highly confidential pay-roll information may have been accessed.

90. Most of these mailings to Propel HR clients included the last 4 digits of the client's EIN / TIN, apparently in an attempt to suggest that a data breach involving Propel HR's confidential client information.

91. These cards were all similar in that each included or was obviously intended to include / make false and defamatory statements about Plaintiff, Propel HR, or Propel HR employees, including specifically employees who were known to be disliked by Mr. Roach, including, for example, the employee depicted on both The Jerk postcard / 3rd mailing (EXHIBIT 7) and the Thanksgiving Card / 7th mailing (EXHIBIT 11).

92. As stated above, these mailings were sent to clients of Propel HR, made possible only by use / misuse of Propel HR's confidential information in violation of the above identified Roach Agreements.

93. In addition to the Plaintiff's next door neighbors and hundreds of down the street neighbors of the Plaintiff and her family, these mailings were also sent to the nearby Greenville Country Club, which is not a client of Propel HR. This was obviously intended to further harass me and defame Plaintiff and her character within the community.

94. All eight mailings falsely represent to have originated and / or have been authorized by Propel HR.

95. The 2nd mailing (EXHIBIT 6) includes the following text: "Hiring Now!...We are looking for indentured servants"

96. The 6th mailing (EXHIBIT 10) includes the following text: "When a sales rep being interviewed explained how Strip Clubs now require "Dancers" to be employees, we saw it as a PEO HR fit."

97. The 7th mailing (EXHIBIT 11) includes the following text: "We want to thank you for all the concern for us as current employees, former employees, and around these issues."

FICTITIOUS DATA BREACH

98. For years now, Propel HR has implemented state-of-the-art multi-factor authentication security systems to protect its most confidential client data, such as client-employee addresses, and social security numbers.

99. Mr. Roach never had access to this information, but he has obviously accessed and used Propel HR's confidential mailing list and last 4 digits of client EIN / TIN to do the mailings described above.

DEFENDANT'S STATED INTENT TO HARM

100. Mr. Roach has contacted Propel HR employees after the Roach Agreements were terminated, and told them that he was going to take Propel HR "down."

101. Mr. Roach has also told Propel HR employees that he could get them a better job elsewhere.

102. In one instance, an email was sent by a former employee at 9:11 A.M., and Mr. Roach then immediately made it known through a former employee that, by some means of surveillance, he saw Plaintiff's reaction to receipt of that email because he said he saw her leave her office and go down the hallway. This could only have been known by Defendant having access to the recently installed in-office computer operated confidential video surveillance cameras at Propel HR, which were accessible by a smartphone app.

103. Because of Mr. Roach and his repeated and continuous actions directed towards Plaintiff even after Propel HR wrote him a letter in June asking him to stop and reported his actions to law enforcement, Plaintiff has been in fear of Defendant, constantly anxious about what he might do to harm her, her family, Propel HR current or former employees, her neighbors, and / friends.

104. These actions by Defendant have caused Plaintiff to suffer through and continue to experience tremendous mental and emotional distress.

105. Because of Mr. Roach and his repeated and continuous actions intended to cause Plaintiff fear and to intrude into her professional and private life for no legitimate reason other than to cause fear and anxiety, Plaintiff has suffered and continue to experience tremendous mental and emotional distress, fear for her personal safety and that of her family, as well as her property.

106. Because of Mr. Roach and his actions as described here, Plaintiff is constantly in fear of what else he will attempt to do to her, members of her family, and / or people she

associates with or that work with Propel HR, up to and including a reasonable fear of serious bodily injury or death.

107. On information and belief, Defendant intended and intends that Plaintiff, her family, co-workers and others associated with the Plaintiff to fear what he may do them.

108. Defendant obviously wants Plaintiff and others to fear him, as he has threatened that he would have "to be killed" to stop coming after Plaintiff and her family. The use of the image of the Grim Reaper in the 7th mailing heightened Plaintiff's fear that Mr. Roach will resort to "bodily harm," to her and her family.

109. Because of Mr. Roach and his actions as described herein, Plaintiff is afraid to walk in or around her neighborhood, and she is always looking out for the Defendant, wherever she goes.

110. Mr. Roach knows where Plaintiff resides and works and knows she and her husband have two daughters. Plaintiff and her family recently installed new security cameras at her house for fear of Mr. Roach, and not knowing his next move or if he was coming around.

111. Plaintiff has also learned that in addition to the threats and actions described above, Mr. Roach has approached her neighbors, asking questions about her and attempting to speaking poorly of her and Propel HR, to the point that they had to ask him to stop.

112. Because of these events and circumstances caused by Mr. Roach, Plaintiff is fearful that Defendant may attempt to cause her serious bodily injury or even death, members of her family, or those that work in close connection with her.

113. Plaintiff, her family and co-workers felt scared and threatened by the actions and threats of Mr. Roach at the time of his contract termination in May and June of 2019, and those

fears have only gotten worse in view of the more recent continuation of his actions, events and circumstances as set forth above.

114. In the course of investigating these matters, Plaintiff has discovered that certain company electronic records, including emails belonging to Propel HR and stored on Propel HR's private and confidential computer systems, have been deleted. On information and belief, the Defendant personally deleted this information, or caused it to be deleted.

115. As a result of the actions of the Defendant, and with the assistance of others, made possible by unauthorized access to Propel HR's confidential data and computer systems, Propel HR has expended well in excess of \$15,000.00 investigating these matters, and continues to incur additional costs, including but not limited to out of pocket costs, lost revenues, and loss of employee time that could have been spent performing their normal job responsibilities.

116. As a result of the actions of the Defendant, Plaintiff has personally incurred substantial out of pocket expenses to protect her home for fear of the Defendant and what he may do next to harm her, or members of her family.

WHEREFORE, Plaintiff prays for an order from this Court granting her an order restraining the Defendant, as follows:

(a) Ordering that the Defendant be restrained, prohibited and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's Family,¹¹¹ to include: Plaintiff's husband (Hubert Yarborough), Plaintiff's children, Plaintiff's parents, Plaintiff's siblings, Plaintiff's pets, co-workers, business partners, counsel, or other known associates of the Plaintiff and her Family;

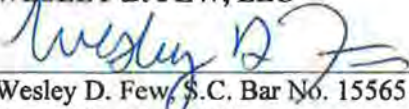
(b) Ordering that the Defendant be restrained, prohibited and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations or spaces: (i) coming within 200 feet of Plaintiff's residence or place of employment;

(ii) approaching Plaintiff's residence or place of employment with intent to see or conduct surveillance on the Plaintiff or any member of her Family, including her parents; (iii) Plaintiff's children's schools, (iv) Plaintiff's children's place of employment, (v) Plaintiff's husband's place of employment, (vi) Plaintiff's church; (vii) the Greenville Country Club; (viii) the Caine Halter YMCA facilities at 721 Cleveland Street Greenville, South Carolina 29601; or (ix) any other place where the Defendant reasonably knows or expects the Plaintiff to be present; and

(c) Ordering that the Defendant be restrained, prohibited and forbidden from communicating or attempting to surveil or communicate with or about the Plaintiff in any way, directly or indirectly, to include: (i) any surveillance; or (ii) use of any written, spoken, mailed or electronic communications (including social media), using the Plaintiff's name or the Plaintiff's company name or trademark, Propel HR; (iii) causing any conduct or communications to occur in any manner related to or directed to clients of the Plaintiff that a reasonable person would consider to cause the Plaintiff or her clients or customers to suffer mental or emotional distress; (iv) using or accessing any information or data obtained from the Plaintiff or her companies that is protected or restricted by any agreements signed by the Defendant; or (v) causing any conduct or communications to occur in any manner related to the Plaintiff's private affairs or her Family's private affairs that a reasonable person would consider to cause the Plaintiff or any member of her Family to suffer mental or emotional distress, or to fear: (a) death to Plaintiff or any member of her Family; (b) assault of Plaintiff or any member of her Family; (c) battery of Plaintiff or any member of her Family; (d) bodily injury to the Plaintiff or any member of her Family; (e) criminal sexual contact on the Plaintiff or any member of her Family; (f) kidnapping of the Plaintiff or any member of her Family; or (g) damage to the property of the Plaintiff or a member of her Family.

[signature on next page]

WESLEY D. FEW, LLC


Wesley D. Few, S.C. Bar No. 15565

Post Office Box 9398

Greenville, South Carolina 29604

(864) 527-5906 | wes@wesleyfew.com

ATTORNEYS FOR PLAINTIFF LEE C. YARBOROUGH

Greenville, South Carolina
December 5, 2019

Table of Exhibits⁶

Exhibit 1 - October 7, 2018, Greenville News advertisement promoting Defendant's services, entitled "IT WASN'T A SHARK THAT KILLED HER! It was much worse ...";

Exhibit 2 - October 29, 2018, Confidentiality and Non-Disclosure Agreement;

Exhibit 3 - November 1, 2018, Independent Contractor Agreement;

Exhibit 4 - June 18, 2019, "cease-and-desist," letter sent to Mr. Roach;

Exhibit 5 - October 31, 2019,² "The Help" letter / "1st mailing," originating from fictitious address in Jackson, Mississippi;

Exhibit 6 - October 31, 2019, "The Help" postcard / "2nd mailing," originating from fictitious address in Jackson, Mississippi;

Exhibit 7 - November 4, 2019, "The Jerk" postcard / "3rd mailing;"

Exhibit 8 - November 11, 2019, "The Invitation" postcard / "4th mailing;"

Exhibit 9 - November 12, 2019, "The Party" postcard / "5th mailing;"

Exhibit 10 - November 18, 2019, "Adult Entertainment" postcard / "6th mailing;"

Exhibit 11 - November 22, 2019, "Thanksgiving Card" / "7th mailing;"

Exhibit 12 - December 2, 2019, "EIN Card" postcard / "8th mailing;"

Exhibit 13 - December 2, 2019, Defendant's social media Twitter Profile, identifying his company, Idea Catapult, and showing 12,500 followers;

Exhibit 14 - November 27, 2019, Letter from The Furman Co. (data breach concern);

⁶ The dates set forth above for **EXHIBITS 5-12** are approximated based on first date of notice to Plaintiff.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE MAGISTRATES COURT
WEST GREENVILLE SUMMARY COURT

LEE YARBOROUGH,
PLAINTIFF,

V.

SEAN ERIC ROACH,
DEFENDANT.

C.A. No.: 2019-OR-23-10100014

**VERIFICATION OF COMPLAINT
(RESTRAINING ORDER)
(Harassment and Stalking)**

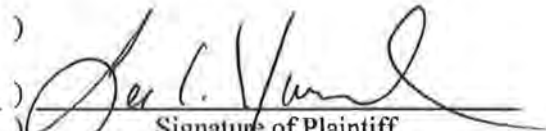
RECEIVED
DEC - 5 2019
WEST GREENVILLE
SUMMARY COURT

I, Lee C. Yarborough, being duly sworn, say that I am the Plaintiff herein, and have read the foregoing Verified Complaint and know the contents thereof, and hereby verify that the allegations in the same are true of my own knowledge, except as matters therein stated to be alleged on information and belief; and to those matters I believe them to be true.

SWORN to and Subscribed before me
this 15 day of December, 2019.


Notary Public for South Carolina

My Commission expires: Apr. 16, 2023


Signature of Plaintiff
Lee C. Yarborough

Greenville, South Carolina



Exhibit 1

IT WASN'T A SHARK THAT KILLED HER!

It was much worse...

Personal Profile

Greenville is a new home, but it didn't happen by chance. Sean and his young son, Reagan are new to the Greenville / Spartanburg area. Pia, Sean's young wife and mother to Reagan, passed from ALS on December 20, 2016, after a 2-year fight.

It was 2014, and their life was soaring. Sean was speaking all over the world, coming off his 2009 Best Selling Business book that is endorsed by Steve Jobs of Apple, President Barack Obama, and Sir Richard Branson, to name a few. Sean was involved in many charities, giving his time and money. He was consulting and selling for many brand name companies all over the world. They had a Happy Healthy Family, and then in February 2015 they got the final news from the doctor no one wants to hear.

Pia will die from ALS in 2-5 years. Pia didn't believe the doctors and thought she had Lyme. Sean thought for sure, he is a resilient, lifelong entrepreneur that he could



Reagan & Sean

plow through this and they would be fine. That is not what happened. His life and his business slowly started to fall apart. Sean stated: "We tried everything and spent all our savings to try and save Pia. I am still digging out from over \$162,000 in medical bills that insurance would not cover and credit card debt for the wild and weird things that maybe, just maybe would save her."

After Pia passed, Sean had a new realization with his son, who is now very worried he would also lose Sean on one of his speaking trips. As a board member of Big Brothers Big Sisters (BBBS) for over ten years in San Diego, Sean had interacted with single parents many times. "I had no idea what a tough job it really can be as a single parent. You don't get a break and managing a work/life balance can be stressful."

In addition to all of this, although Sean knew Reagan was Dyslexic, just like Sean is, Reagan's school needed proof.

They decided to fly out to Greenville in December 2017 to be tested by the same person who tested Sean ten years earlier for Dyslexia, Gloria Marcus.

With this proof, knowing the social stigmas, Sean dealt with as a kid and knowing South Carolina is a leading state for kids with learning differences, Sean and Reagan made the move over 3,002 miles this past summer to make Greenville their New Home. Sean stated, "I just knew I didn't have it in me to keep running my own business, traveling and speaking, have all the risk of things either working or failing and have the sound mind to make sure priority one, my son was being taken care of."

This is where YOU come in!

Sean is wanting, and needing, to make a work change by working for and with a company, a business, or a team here in the Greenville / Spartanburg area. Keeping Sean close to home and also now being able to use his unique way of thinking, that Jeff Bezos of Amazon once called a "Think Engine" for others.

Sean said: "I don't have a resume because I have worked for myself my entire adult life."

This article is my resume.

Sean is also severely Dyslexic. As Sean jokingly put it "I am brilliant in many things and yet in school growing up sometimes people thought I was a 'short-bus rider / window-licker' in other things I did" Sean went on to say, "I see things most people don't or can't see and it's just natural for me."

Sean is proud of his 'Out of the box thinking,' and it has served him well as an entrepreneur, but it's time to make that skill work for others. Sean stated he also has the rare talent to not only speak but also sell from the stage. Sean said, "I guess you could call me a 'Pitch Man' as I have been selling my whole life and also have the gift to hold an audience's attention with a great speech."



Just a random great white shark

The successful company, business, or team to have Sean work for you can expect this from him on Day One:

- Insightful, intuitive, and out of the box Thinking
 - Selling and the ability to sell 'one-to-one' or "one-to-many"
 - A talented public speaker and trainer
 - Someone who believes in Observing before taking Action
 - Perceiving problems and developing answers
 - Loyal and fun
 - Someone who will confront weaknesses to grow
 - Providing you unique solutions that lead to increased profit, exposure and efficiency
- To get in touch with Sean call 864-447-5445 or email IdeaCatapult@mc.com

Widowed Dad Wants To Work For You:

Sean is new to the Greenville/Spartanburg area. He has been an Entrepreneur his whole life, even having "Entrepreneur Day" named in his honor by the Mayor of Las Vegas and Governor of Nevada, but now Sean wants to settle down and work for a company while he and his young son start a new life after losing his wife to ALS.

If you would like to speak with Sean to work for your company or business please contact him at: 864-447-5445 or email IdeaCatapult@mc.com

Exhibit 2

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement"), effective as of the date of the last signature in the signature block ("Effective Date"), is entered into by and between Propel PEO, Inc. and its affiliates and related entities (collectively, "Propel") and Iden Catapult ("Company").

The parties are engaging in a business opportunity of mutual interest and in connection with such relationship, it will be necessary for Propel to give and Company to receive confidential and proprietary business information relating to this matter. This Agreement is being entered into by the Parties to memorialize their agreement and understanding regarding the confidential and proprietary nature of the information that may be disclosed by Propel to Company. In consideration of the disclosure of such information by the parties and the mutual covenants and promises set forth below, the parties hereby agree as follows:

1. Confidential Information. Information disclosed by Propel to Company, which may include proprietary technical and business data, financial information, business expertise, ideas, designs, software functions, hardware materials, software and firmware computer programs, client names and information, prospective or former client names and information, pricing information, product information, pricing formulas, sales materials, trademarks, copyrights, reports and other industry information and other confidential information, shall be deemed "Confidential Information", and is either designated as confidential by Propel at the time such disclosure is made, or is disclosed in circumstances of confidence or would otherwise be understood by Company, exercising reasonable judgement, to be confidential. Information shall not be Confidential Information if such:
 - (a) is or becomes publicly known through no fault of the Company;
 - (b) is disclosed to the Company by a third party who has a lawful right to disclose the information;
 - (c) is already known by the Company before receipt hereunder, as shown by its prior written records; or
 - (d) is independently developed by or for the Company without use of the Propel's information.
2. Confidentiality Obligations. Confidential Information is made available to the Company solely for the purpose stated herein. The Company shall not use, disclose, disseminate or distribute to any third party any Confidential Information of Propel without the prior written consent of Propel.
3. Duty of Care. The Company shall use the same degree of care with respect to its obligations under this Agreement as the Company employs with its own information and products of a similar nature. The Company warrants that access to Confidential Information will be limited to those of its employees who have a need to know as necessary to carry out the purpose and that all such employees who will have access to the Confidential Information disclosed hereunder are subject to obligations no less restrictive than this Agreement.
4. Required Disclosures. Notwithstanding anything to the contrary herein, the Company may disclose or produce any Confidential Information of Propel if and to the extent required by any court order or governmental action, provided that the Company gives Propel reasonable advance written notice of the same.
5. Disclosure Period, Termination and Continuing Obligations. The disclosure period between the parties under this Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date. This Agreement shall be renewable between the parties upon mutual written agreement. The Agreement may be terminated by either party by giving thirty (30) days prior written

notice. Termination of this Agreement shall not relieve either party of the confidentiality and all other obligations of this Agreement, which shall remain in effect for five (5) years from the Effective Date.

6. Return of Confidential Information. At the written request of Propel, the Company shall promptly return to Propel, or, at Propel's sole option, destroy all Confidential Information of Propel in the Company's possession or control, and will certify in writing to Propel that the Company has returned or destroyed all such items. After such request, the Company will make no further use of the Confidential Information of Propel.

7. No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder.

8. No Warranty. All Confidential Information is made available under this Agreement "AS IS", with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

9. Non-Assignable. This Agreement is personal in nature and shall not be assigned by either party without the prior written consent of the other party.

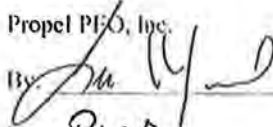
10. Choice of Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law rules.

11. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of any rights or remedies such party may have hereunder.

12. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings between the parties relating to such subject matter. If any provision in this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement may not be modified or amended except by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Propel PFO, Inc.

By: 

Its: Pres.

Effective 10-29-18

By: 

Its: CEO

Exhibit 3

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and effective as of the 1st day of November, 2018 ("Effective Date"), by and among Propel PEO, Inc., located at 669 N. Academy St., Greenville, SC 29601 and its affiliates and related entities ("Propel"), Sean Roach individually ("Sean") and Idea Catapult, LLC, located at 2210 S. Roop Street, Carson City, Nevada 89701 ("Idea Catapult") ("Sean" and "Idea Catapult" collectively, "Contractor").

WHEREAS, Propel is licensed in the State of South Carolina to provide professional employer organization (PEO) services to its clients. In addition, Propel provides administrative service organization (ASO) services, payroll only services, and human resources services to its clients;

WHEREAS, Contractor has previous experience in sales and marketing as well as experience in general business operations and strategic business planning and direction;

WHEREAS, Contractor and Propel have executed that certain Confidentiality and Non-Disclosure Agreement dated October 29, 2018 ("Confidentiality Agreement") in connection with their relationship and such Confidentiality Agreement is in full force and effect;

WHEREAS, Contractor and Propel desires to enter into an independent contractor relationship whereby Contractor would provide strategic sales and related services to Propel as further set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, the mutual covenants, conditions, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Propel and Contractor agree as follows:

1. Recitals. The above recitals are hereby incorporated into and become a part of the body of this Agreement.
2. Independent Contractor Services. Contractor shall provide strategic sales and business direction and advice and work with Propel to increase sales and improve the overall sales process, structure and function.
3. Payment for Services. Contractor and Propel agree that Contractor shall be paid by Propel an amount equal to Nine Thousand Dollars (\$9,000) per month during the term of this Agreement. The parties also agree that Contractor shall receive commissions on sales as further outlined in Section 4 below. The parties acknowledge, understand and agree that this payment reflects approximately forty (40) hours per week of work done by Contractor.
4. Commissions. For every new client that contracts with Propel from March 1, 2019 until the termination of the Agreement, Propel agrees to pay Contractor a commission. The commission shall be 7.5% of Admin Revenue, as defined herein, for sales of PEO, ASO, Payroll only, HR and/or Workers' Compensation master plan. For purposes of this Agreement, Admin Revenue shall mean the amount indicated on the line item entitled "Administrative Fees" on the invoice submitted by Propel to client. Such commission amount shall be paid in one lump sum payment, based on the first year annualized Admin Revenue, paid on the fifteenth (15th) day of the month following the first full month of payroll processing. There shall be no residual payments. Notwithstanding anything in this Agreement to the contrary: (i) Contractor shall NOT receive any commissions for the potential clients listed on Exhibit A; and (ii) if a client terminates prior to 6 months of service with Propel, a pro-rata commission shall be earned for any months serviced by Propel, with any overage commission previously paid to be offset by future commissions or payments to Contractor.
5. Independent Contractor Relationship. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer, of Propel. Propel is not responsible for withholding, and shall not be made liable to withhold, any federal, state, or local taxes, social security or medicare taxes, from the fees earned by Contractor. Further, Contractor shall not be directed or controlled by Propel. Contractor shall operate as an independent contractor with independent control and judgment regarding the services provided to Propel. Neither party shall hold Contractor out to clients as an employee of Propel.

6. Term and Termination. This Agreement shall be in effect for a period of one (1) year. Either party may terminate the Agreement at any time upon thirty (30) days written notice to the other party. No reason shall be required for any such termination. All payments to Contractor shall immediately cease upon termination.

7. Representations and Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement, (b) it holds any necessary license(s) or registration(s) issued by state licensing authorities for each state in which it does business, and will maintain such license(s) or registration(s) in good standing throughout the term of this Agreement, (c) it shall promptly provide all information, resources and direction that the other party reasonably requires in order to perform its services hereunder, and (d) all information, resources and direction it provides to the other party in connection with the services hereunder will be as accurate and complete as the information available to such party permits.

8. Confidentiality and Non-Disclosure. The parties acknowledge, agree and understand that the Confidentiality Agreement is still in full force and effect and shall continue during the term of this Agreement.

9. Non-Solicitation of Clients. Contractor agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Contractor shall not, directly or indirectly, for or on behalf of himself, itself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert any client of Propel.

10. Non-Competition by Contractor. During the term of this Agreement, Contractor shall not (i) work for or contract with another business or individual that is in substantially the same business as Propel (such business or individual, a "Competitor"); (ii) solicit potential clients for a Competitor; and/or (iii) communicate with any client of Propel about a Competitor.

11. Dispute Resolution. Should either party to this Agreement deem it necessary to institute or defend legal proceedings arising out of the terms of this Agreement, then, and in such event, the prevailing party therein shall be entitled to recover from the non-prevailing party all court costs and attorney fees incurred by prevailing party therein, including but not limited to, all court costs and attorney fees incurred at all trial and appellate levels, and in bankruptcy proceedings. The parties hereby agree to the courts in Greenville County, South Carolina, as the sole and exclusive venue for any legal proceedings arising between parties.

12. General Provisions.

a. Assignment of Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party.

b. Conflicts with other Documents. If the provisions of this Agreement conflict with any of the provisions of any other agreement between Propel and Contractor, the provisions of this Agreement shall govern.

c. Negotiations. This Agreement is the result of negotiations among the parties and no inference shall be created because one of the parties or such party's counsel prepared this Agreement.

d. Amendment. This Agreement cannot be amended or modified, in whole or in part, except by writing signed by all parties to it.

e. Entire Contract. This instrument contains the entire agreement between the parties to it with respect to the subjects contemplated in it.

f. Waiver and Amendment. No waiver of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of any party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by any other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of such party to enforce each and every such provision thereafter. This Agreement may not be amended or modified except by the written agreement of the parties.

g. Notices. Any notice or demand to be given hereunder by either party shall be made by personal delivery in writing or by registered mail, postage prepaid return receipt requested, facsimile, or by overnight

express delivery. Mailed notices shall be addressed to the party's address listed above, but each party may change the address by written notice in accordance with this paragraph.

h. Governing Laws; Jurisdiction. This Agreement has been made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina.

[SIGNATURE PAGE TO FOLLOW]

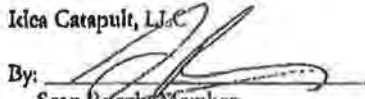
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Contractor:


Sean Roach

Idea Catapult, LLC

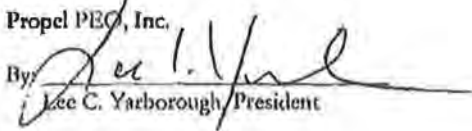
By:


Sean Roach, Member

Propel:

Propel PEO, Inc.

By:


Lee C. Yarborough, President

Schedule A

13 Stripes Brewery - New Deal
Park Seed
White Oak Management - New Deal
Atlantic Transfer & Storage Company - New Deal
Colite - New Deal
CTR - New Deal
Premier Logistics Solutions - New Deal
PrintTek - New Deal
robbinsautomotive.com - New Deal
Adventure Golf Carts - New Deal
Lowcountry Case & Millwork - New Deal
Anderson University - New Deal
Greenville Center for Creative Arts - New Deal
J&P Park Acquisitions, Inc. - New Deal
Greenville Humane Society - New Deal
Groz-Beckert - New Deal
Integrated Support Systems, Inc. - New Deal
Machine Shop Services
Royal Threads - New Deal
Village Park Homes
ARCpoint Labs - New Deal
Bishops - New Deal
Brent Campbell Architect, PEO
Britt, Peters and Assoc.
Diversified Coatings Specialists
Eastside Pediatric Dental
Lesley Erectors
Palmetto State Roofing - TLM
Steelworks
Centerpoint IT - New Deal
Access Worldwide, Inc. - New Deal
Cornerstone Management, Inc. - New Deal
H & S Window Clean - New Deal
HSBlox - New Deal
Industrial Access - New Deal
McCormick International USA, Inc. - New Deal
Southern Refreshment Services - New Deal
Timberland Cabinets - New Deal
Zwick USA, LP - New Deal
Tindall Media
Berlins Restaurant Supply - New Deal
Brandon Advertising Inc - New Deal
Leonhardt Pipe PEO
Strand Development Company - New Deal
Triple-T Freightliner Sterling Western Star Inc - New Deal
Carolina Pride - New Deal
Central Electric Power Cooperative Inc. - New Deal

Exhibit 4

Ogletree Deakins

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

The Ogletree Building
300 North Main Street, Suite 500
Greenville, SC 29601
Telephone: 864-271-1300
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Lucas J. Asper
864-240-5697
lucas.asper@ogletree.com

June 19, 2019

VIA FEDERAL EXPRESS AND EMAIL (itsseanroach@me.com)

Sean Roach
Idea Catapult, LLC
34 Douglas Drive
Greenville, South Carolina 29605

Sean Roach
Idea Catapult, LLC
2210 S. Roop Street
Carson City, Nevada 89701

Dear Mr. Roach,

Please be advised that this law firm represents Propel PEO, Inc. and its affiliates ("Propel"), and have been asked to contact you about your recent activities following Propel's termination of your engagement effective May 13, 2019. Please direct all further communications regarding this matter to my attention.

We understand that on or about October 29, 2018, at the start of your independent contractor relationship with Propel, you and Propel entered into a Confidentiality and Non-Disclosure Agreement ("Confidentiality Agreement"). You and Propel subsequently entered into an Independent Contractor Agreement dated November 1, 2018 ("IC Agreement") (the Confidentiality Agreement and IC Agreement together, the "Agreements"). A copy of the Agreements are enclosed for your reference.

As permitted under the terms of the IC Agreement, Propel chose to exercise its right to terminate your engagement with thirty (30) days advance notice. You were paid the agreed-up fee outlined in paragraph 3 for the entire months of May and June, more than the required thirty (30) day notice period.

Atlanta • Austin • Berlin (Germany) • Birmingham • Boston • Charleston • Charlotte • Chicago • Cleveland • Columbia • Dallas • Denver • Detroit Metro • Greenville • Houston
Indianapolis • Jackson • Kansas City • Las Vegas • London (England) • Los Angeles • Memphis • Mexico City (Mexico) • Miami • Milwaukee • Minneapolis • Morrison
Nashville • New Orleans • New York City • Oklahoma City • Orange County • Paris (France) • Philadelphia • Phoenix • Pittsburgh • Portland, ME • Portland, OR • Raleigh
Richmond • St. Louis • St. Thomas • Sacramento • San Antonio • San Diego • San Francisco • Seattle • Stamford • Tampa • Toronto (Canada) • Toronto • Tucson • Washington

June 19, 2019

Page 2

Propel has recently learned that you have expressed your intentions to contact Propel clients with the purpose of soliciting them to move their business from Propel. As a reminder, the IC Agreement provides that during the term of the IC Agreement and for a period of twelve (12) months following termination of the IC Agreement, you are not permitted to solicit or divert, either directly or indirectly, any client of Propel. Propel understandably is very disturbed by what they have learned and is continuing to investigate whether you have violated the terms of the IC Agreement. Accordingly, Propel demands that you immediately cease and desist from contacting Propel clients.

Propel also demands that you immediately provide a written description of all communications you have had with any of Propel's clients after your engagement ended at Propel, including a copy of every letter, email, or other written communication (including texts and communications on any social media platform) you sent to any Propel client that discusses in any way Propel's business or your offer to provide or continue to provide services in competition with Propel.

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession. Those documents can be mailed directly to my attention. In the alternative, please destroy all documents, and provide a signed written statement indicating the items destroyed.

Please contact me no later than the close of business (5pm EST) on Monday, June 24, to confirm that you are complying with our requests. It is Propel's desire to make a good faith effort to resolve this situation as soon as possible without resorting to litigation. However, if we do not receive the information requested above by the requested time, Propel will consider all necessary legal actions to protect the Company's interests.

Thank you for your immediate attention to this important matter. We look forward to hearing from you as soon as possible.

Sincerely,



Lucas J. Asper

Enclosure

38954671.1

Exhibit 5

THE HELP & INDENTURED SERVANTS
1119 Pinehurst St
Jackson, MS
39202

JACKSON MS 392
28 OCT 2019 PM 2.8



Greenville, S C 29611



Attention business owner or HR professional,

Did you know Propel HR is currently facing EEOC claims for:

"Sexual Harassment,"

"Hostile Work Environment,"

and

"Racism?"

They have lost over 19% of their employees in the last five months, a significant loss for a company that is only 40+ employees to start with (*those of us still here are praying for a change in ownership*).

Are these the values you want representing your employees?

The attached emails are of just two brave employees that resigned and felt the need to let people know about it all in June 2019.

Since these emails, Propel HR has done nothing over the previous four months with the Executives who have caused these actions!

You pay them good money to give you HR advice, but they fail to lead by example. **Is the information your getting any good then?**

The appearance on the outside the executives want everyone to see is all "Sunshine," "Greenville's 25 most beautiful," and a repeated line of "We have been in business for over 20 years!"

We guess that means everything must be good, right?

Is the truth the inside is way worse?

Sincerely,

A concerned group of current and former employees of Propel HR

From: Arron Drye <arron.drye@aol.com>
Sent: Wednesday, June 12, 2019 10:59 AM
To: PropelHR World <Propelhr@propelhr.com>
Subject: Final Thoughts

Good Morning my former PropelHR Team,

By now you all know that last Friday, I resigned from this company. I appreciate the opportunity and dislike that it had to come to an end because I thought I had so much going for me at the company.

I mulled over writing to all of you the last 48 hours, but it was recently brought to my attention that someone said they had talked to me and said things that I never said. Causing harm, hurt, and mistrust with the people I care about. As you know in my 1 year at the company (yes ONE, not two!) I am known for being a straightforward person and I will always see the best of things in a situation. That is until someone does me wrong, as in saying they spoke with me and they didn't.

First, to put an end to any rumors about me. The only people I have spoken with in regards to my resignation was Paul Friday June 7. There have been NO phone calls with anyone else on any other days, Period. I was without cell service because the fields and area my son was playing baseball at had no cell service. I did have a voicemail from Brax when service returned but those messages from him went unanswered by me. I wanted to make sure everyone was clear on that. I really don't appreciate someone claiming differently at all and causing issues & drama.

I left because I had an excellent opportunity for my family.

Being paid more with higher commissions at my new company will allow me to do better for my family and also allow me to dress better so I'm not wearing "Coaching Shirts" that seemed to be a problem for the executive team, but got my foot in the door for business. My new company likes it because it shows I'm part of the community and not just in town for the day.

I was offered several great jobs with more money last Christmas but turned them down because in my view, it should not always be about money and I thought all the salespeople were on the same playing field at Propel. I had even told Paul, Sean, that I was approached and turned them all down. I had a call with Barry about 2 weeks ago and in that conversation, he disclosed how much he made during his 90 days and bringing in no sales. I was blown away, he also revealed a conversation he had with Jason and how much Jason said he was being paid. This is where it started to end.

Here I am the top selling sales rep paid the least amount of money and by A LOT. I was struggling to pay bills and asking for advances and at no point did anyone of the executives ever say, hey thanks for all you do, let's pay you what we pay everyone else or better yet, let's

1 of 2

pay you more. The Jason thing got me, and let me know my time was quickly coming to an end. Still to this day, he still has not went out and sold a deal he got on his own from someone he did not know. Before I made my final decision, I wanted to do some digging and a lot of his "accounts" listed have wrong numbers, or the "contact" had no idea who he was. Several of the proposals he has turned in over the months to look like he is trying, including a hair salon I visited with Sean back in December, never wanted or authorized a proposal. I went by there and the owner said he cuts Jason hair.

My phone has blown up last few days as Jason tried to reach out to my prospects and has already rubbed them all the wrong way. Yet he is doing great things for you all. Sean brought his lies starting back in January to the executive team, called him out in sales meetings and they did nothing except reward him with no work deals he could turn in and get paid more than me. Sean, like him or hate him as I know at times he rubbed me the wrong way was not only helping me, but was also helping this company. They cut him out and bring in an "outsourced" manager who knows NOTHING about PEO, ASO, or HR and wants to "roleplay," who lets me know that "we are not in the business to sell." This is not Tupperware we are selling, this is a processed sale with many different layers. It doesn't matter how many videos are watched you cant roleplay this business, for those reasons and a few others it was time for me to go.

I had to get this off my chest, had it not been for people saying they talked to me when they didn't, I would have never said a word and just moved on.

I wish all of the people I have worked with the best and keep living the dream.

From: Angela Tyler <angelatyler4@gmail.com>
Subject: Special Announcement
Date: June 17, 2019 at 9:11:05 AM EDT
To: PropelHR World <Propelhr@propelhr.com>

Good Morning to my highly respected Colleagues and wonderful Clients,

It is with MUCH consideration and LOTS of disappointment that I have decided to part ways with Propel HR.

I made the decision to join the team back in January with much hope to make a positive difference for this organization.

Many of you are familiar with my career background that consists of 12 years, with one of the most respected leaders in the PEO industry and over 15 years in Human Resources leadership. I am a highly skilled professional that exemplifies a strong work ethic, and I know the value that I was bringing to Propel HR.

I have contemplated sending out this email, especially after seeing the email sent last Wednesday by a now-former employee and the company's reaction. However, after the accusatory calls, threats to "pick Propel or friends" and even intimidation, I got that entire day from three people on the Executive team. Then it continued the next day with more Owner/Executive team intimidation, calls and even three Owner/Executives admitting to what I am outlining in this email, but asking me to "Give Grace!" about what was said and done to me. So, I decided I need to write, I must write, and send an email for my sanity and hopefully a wakeup call for everyone reading this.

I genuinely care for the employees of this organization and wanted to let you know why I've made this important and life-changing decision... my hope is for this to be constructive feedback for a positive change, and I do not wish to cause any hard feelings.

When I came to interview, I was overwhelmed with promises of a "supportive leadership team," "tools to effectively and efficiently support my role," and an overall "organization ready to make a positive change and growth." As a professional, I was immediately surprised by the micro-managed work environment, specifically, from an Executive Leader that I did not report to. I have spent much time working on projects that were never implemented, and that were very much needed to ensure our client satisfaction. There are no clear processes and no structure, not even an organizational chart. The tools I needed for my role were delayed, retained, or withheld from me; leaving me always asking for information to successfully conduct my role.

As a female professional, I was also overwhelmed to quickly find myself in a sexual harassment/hostile work environment. An Owner/Executive Leader of this organization often made comments on my appearance and sexual remarks. Let me elaborate a little, a joke was continuously made, without my understanding (until recently), by an Owner/Executive Leader of this organization asking other males while sometimes in front of me "Can 62 go into 52?" or "How many times does 63 go into 52?"... etc.? (my height is 5'2, and the different numbers mentioned are the heights of male colleagues). He also consistently made numerous, sexual comments about my appearance, body, clothing, shoes, toenail color, etc., even on recorded sales calls & with vendors. During morning Sales meetings, petty

1 of 3

comments and giggles were made by insecure/jealous female Owner/Executive leaders about my Zoom profile picture (which was just a professional headshot). I was also surprised by the racial comments (such as the use of the "N" word) that were so casually made by an Owner/Executive Leader. Sadly, I have witnessed many derogatory comments in my short tenure with this organization directed at other employees like "She's the tech Nazi," "He is retarded and fu@#ing weird," "If she wasn't married I would think she's a Lesbian," "She is such a bobblehead," "He must be a cocksucker!" or other things a company should never say... let alone an HR certified PEO company that has shockingly been around for "22 years" and has an Executive on the board of NAPEO.

I brought those comments to my direct Executive supervisor, also praying I wouldn't be retaliated against for speaking out, but I was told "Oh he was just joking," "That's just (owner/executive name)," "He's innocent." At the same time, I observed this same owner/executive tell our Strategist not to use the F-word in the office. It seems it's okay for an owner/executive to use that word (and way worse words), but not for others! I didn't know this HR organization has an ethics hotline for me or anyone to confidentially file a complaint until a call from an HR Leader (employee) on Friday. Though true to form for this company, from what I have learned, I was victim shamed by this HR Leader for not knowing about this number and doing something sooner. This happened with the female Owner/Executive Leader on the call. Unbelievable!

What is even more shocking and sad is my call the day before with this same Owner/Executive Leader, and in another separate phone call with another owner/executive, disclosing this all and crying (even with them) about all of this and the things that have happened to me, neither of these owner/executive women knew or mentioned, they have a hotline to call.

I feel like these past five months that I have been in a live version of the book/movie "The Help." We, the employees, are all ungrateful indentured servants to the Country Club executives, including "Two Slice Hilly!"

The stability of the organization has also become a concern for myself and many others. Hence why we are losing top talent quite rapidly and many colleagues are interviewing elsewhere. It is no secret that our Sales department is not adequately supported and not meeting goals. We recently lost our top Sales Executive because he found out that he was significantly underpaid compared to an underproducing Sales colleague. I am a firm believer in equality, and if you are doing similar work, you deserve to be paid fairly and competitively. During my "walk-a-mile," I was informed by several colleagues that performance evaluations hadn't been completed in years, including no pay increases. This was disheartening to hear, as there are so many talented resources that are not appreciated or recognized for their hard work and contributions to the company.

During the most recent Employee Celebration, the mood quickly changed when the financials and client retention stats were shared. "We've already reached our budget for client terminations, but there is no need to be concerned"... we are only mid-year! As the Executive Director of Client Relationships, that is a huge concern from my experience. A recent email was sent to this organization, reminding everyone of "Sunny Skies" and "promises." My personal observation was that our leadership is panicking and rightfully so with little sales, a rise in client terminations, and top talent leaving the organization.

To show my dedication, I even stepped outside of my comfort zone because of my care for the organization's growth, and I offered to help with Sales. It was a complete eye-opener to learn firsthand, how unsupported this team is and has been. They have No marketing material, No lead generation, No structured way to get a proposal, and Not even a functioning CRM. It's no wonder why we are not bringing on big business. This company also has a Sales Executive blatantly falsifying deals, and he has been hand-fed deals, yet allowed to stay employed when he should've been fired long ago.

A kicker for me was when the company recently let go of one of our resources, our Business Strategist. In all honesty, I joined the company because of this individual (so did the other Sales Executive at the time and the top Sales Executive was kicking butt because of the work he was doing with him). He truly cared about the success of this organization, but because he wouldn't toe the line and bow to Hilly, they kicked him to the curb like they have with so many others in the past I have recently learned. In a time when what's most needed is a successful strategist with an excellent track record, why would this decision be made? Now is the time that they need a strategy! To replace this role, this company hired a part-time (12 hours per week) Sales Trainer/Manager (that is a "church friend" and "Bible study friend of 13 years") who has no direct PEO or ASO background, to train the Sales team—that now consists of ONE!

No need to worry I was told by an owner/executive, new talent is being considered ... YES, they are considering a PEO Sales Consultant that focuses his sales on the "Nightclub" and "Adult Entertainment AKA Strip Club" industry! As a Woman and Christian, I find this very disappointing that a Christian, Woman/Family owned and HR organization would ever even consider this type of individual to represent Propel HR. I can think of no other industry that degrades women than Strip Clubs, but this is not my problem anymore.

On a positive note, I would like to give kudos to our Inside Sales Representative, and he is absolutely a shining star that is not appropriately appreciated and very disrespected in words and actions by the owner/executive leaders.

I am grateful for the opportunity to have met so many talented colleagues and fantastic clients in my short time with this organization. I will absolutely stay in contact with those who want to, and I wish all the employees the very best.

You are full of potential. Please remember Your Worth.

Respectfully,

Angela Tyler
(803) 984-9842

PS- Thank you to two Owners/Executive Leaders for calling me last week and accusing me of writing a letter, based on lies from an employee upstairs. I had no intention until your suggestion. I'm glad I received that tip as everyone deserves to know what's genuinely taking place at this company. This has also led me to file a claim with the EEOC last week after words were spoken and no action was taken.

Exhibit 6



Hiring Now!

Can you bake pie?

We are looking for indentured servants!

Need you to work long hours for low pay, to support our "Country Club" lifestyles.

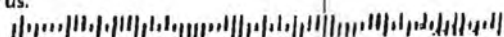
We treat our HELP, oops we mean our servants so well, in fact, we have lost 19% of them in less than five months.

We are an HR company, and we supply our HELP with a "hostile work environment", "sexual harassment" (if you are good looking), and "racism." Our founder believes, just like TRUMP, "You have to hit a JEW harder, then they hit you." Black people (we say the N-word) "Are Lazy."

If you ever report any of this to hurt the fake "Sunshine" image we try to create in the UBJ or public, we will ask you "To give the founder Grace!" and hire people to come after you!

As Christians, let us do you a favor: "God don't give charity to those who are well and able!"

So Please, Be THE HELP for us.



Time to look for a NEW HR Company!



TO:

Greenville, SC 29605-1133

Exhibit 7



Would you hire someone who Cheats? Steals? LIES?

Would you hire someone who when they were our client, you knew treated his employees very bad?

Someone who was accused of **stealing tips**, **shorting hours**, has a **bad reputation** in his old profession, and much more? He was even punched (**knocked-out**) by an employee for cheating on pay.

Would you keep someone who has deceived and tricked you (with employees bringing you proof)?

One HR employee said: *"I was shocked when they hired him because of what he did as a client with us!"*

Most would call that person **The JERK**, and currently, Jason represents this company as the senior sales representative (He is the only the only sales rep as the others left).

Just think what **The JERK** could do with all your information and data!

TO:

Peachtree Corners, GA 30071

Time to look for a NEW HR Company!

Exhibit 8

Not to be exclusive or
anything but you're not
invited.



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and
two nights paid hotel stay?

No, you didn't! That's because you are not valued as a
client, so you were never invited. Only the **"Best"** and
"Most Profitable" clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list,
but they still don't care, and you won't get invited.

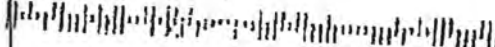
You might have received a mouse pad, an umbrella, and
maybe a **"rocket pen"** (it really looks like it belongs in an
Adult Sex Store don't you think), but **NO Party for YOU!**

Even the "Executive Director of Client Relationships"
resigned in June for deficiency of **VALUE**, to the clients and
her. (She was also severely sexually harassed by a founder
and consistently endured a hostile work environment from
women fonder/executives!)

When a kid hears "You're not invited to my party,"
It is the worst insult ever!

Time to look!

11/08



TO:

Greenville, SC 29602

Not to be exclusive or
anything but you're not
invited.



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and
two nights paid hotel stay?

No, you didn't! That's because you are not valued as a
client, so you were never invited. Only the **"Best"** and
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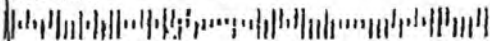
Even the "Executive Director of Client Relationships"
resigned in June for deficiency of **VALUE**, to the clients and
her. (She was also severely sexually harassed by a founder
and consistently endured a hostile work environment from
women founder/executives!)

When a kid hears **"You're not invited to my party."**

It is the worst insult ever! Feel the same way?

Time to look!

11/08



RECEIVED NOV 11 2008

TO:

Greenville, SC 29602

Exhibit 9



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party!

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When a kid hears **"You're not invited to my party."**

It is the worst insult

Time to look for

11/08 |||||



TO:

Greenville, SC 29601



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the "Best" and "Most Profitable" clients get invited to the party!

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When a kid hears "You're not invited to my party."

It is the worst insult



TO:

Greenville, SC 29601

Time to look for

11/08 |||||

Exhibit 10



A Christian Woman-owned company, Must value and respect all women?!?

When a sales rep being interviewed explained how Strip Clubs now require "Dancers" to be employees, we saw it as a PEO HR fit.

Yes getting a Workers Comp claim stating "Insured was burned by a sparkler on her left chest area," will cause your fees to go UP!

We know it's nice to respect that women do jobs like stripping to get by or money for college.

The male executives also like on-site visits! 😊

The sales rep was not hired (That would look bad.)

It was much easier to do a referral relationship to keep the "Christian" "Woman-owned" reputation and fake "Sunshine" image clean.

Do you have these same Morals and Values?

Time to look for a NEW HR Company!



TO:

Greenville, SC 29609

Exhibit 11



JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S							
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																												31													

JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
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							30	31																																	

2020

Thank You

We want to thank you for all the concern for us as current employees, former employees, and around these issues. Yes, they are all shocking details, and yes, we spent good money to make a point and inform you instead of merely posting online.

Why?

Because for 20 years, they have been glossed over and outside the company made to look as if everything is excellent, but these are severe issues and need attention.

As we predicted in our first card, many of us have been attacked, interviewed, and threatened all in an effort to keep the image clean.

Anyways, We give thanks to YOU in these eye-opening times.

PS: Ever wonder why "the Jerk," after all the disclosure, was never fired?
That would have shown everyone we are right, the image is bad and the executives are wrong.



COMMERCIAL MAIL PERMIT NO. 2882

20 NOV 2019 PM 2 1

AP Professional Security, LLC
Attention: Tony Proletta
300 Pettigru Street
Greenville, SC 29601

29601-311300



Exhibit 12



**Is your EIN
(Employer Identification Number)
SAFE?**

29 NOV 19 PM 1 L

Your company EIN is just like your personal Social Security Number!

Did you know a single company EIN with the *known business address* and the *legal business name* is worth between \$1,000 and \$10,000++ on the Dark Web?

Your Bank Accounts can be accessed and drained!

Credit can be taken out in your business name!

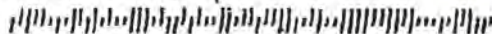
Fake tax returns can be filed for your business!

Is your current HR company keeping your EIN safe and protected?

Or are they sending it via spreadsheets in emails and using unsecured computers and untested software? ☹️

If you are wondering the answer, the last four of your EIN might be on this postcard address label, because it is **NOT SAFE!**

Can you risk losing it all to this dirty "*The Sun Is Shining*" secret?



Time to look for a NEW HR Company!

RECEIVED DEC -2 2019

TO:



C

Greenville, SC 29602

Exhibit 13



Sean Roach

@ItsSeanRoach

Entrepreneur, Speaker & often called The 'THINK ENGINE': Helping businesses and people grow their Impact, Influence and Income. Widow and Founder, Idea Catapult

📍 Las Vegas, Nevada 🔗 seanroach.com

📅 Joined June 2008

588 Following 12.5K Followers



Followed by DanetteMay, Impact Democracy, Brian Brushwood, and 5 others

Tweets

Tweets & replies

Media

Likes



Sean Roach @ItsSeanRoach · 22h
Looks amazing

Exhibit 14



November 27, 2019

Lee Yarborough
Propel HR
669 N Academy Street
Greenville SC 29601

Dear Lee,

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

Regards,

Stephen P. Navarro CRE FRICS CCIM
President

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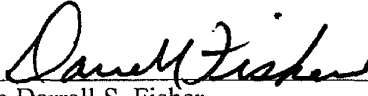
#4. The absence of personal contact to the victim, does not mean that harassment was not ongoing, and the evidence showed that harassment had transpired.

#5. Harassment had continued for a length of time and my ruling was to protect and end the harassment of the Plaintiff in this case.

#6. On every Restraining Order, we are required to check the box under (D.) Federal Firearms Prohibition, and then we answer the corresponding questions in this field. The boxes checked indicate that Defendant was not a credible threat of physical force, and this should not impede his ownership of a gun.

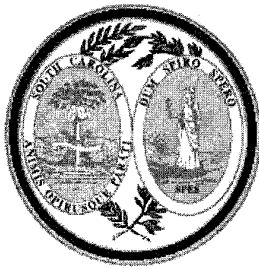
Without prejudice or bias, I believe that my ruling was fair and reasonable and the Plaintiff met the criteria needed to move forward with the order, based on the information that was provided to me at the time of the hearing.

I, respectfully submit my response to the Appeal file by Attorney David E. Rothstein on behalf of the Defendant Sean Eric Roach.



Judge Darrell S. Fisher

May 19, 2020



Judge Darrell Fisher
Judge Jonathan Horne
West Greenville Summary Court
301 University Ridge, Suite 5100
Greenville SC 29601
(864) 467-4640

20 JUN 2020
10:05 AM
PAUL WHITE
CLERK
SC 29601

June 3, 2020

Our Civil Case # 2019OR2310100014

Appeal Case # 2020CP2301669

Dear Clerk of Court;

We have had a request from Attorney Rothstein for all of these documents to be submitted to your court as part of the appeal process. The documents are grouped from latest to earliest as they happened in our court.

Please let me know if you have any questions.

Thank you,

Paul White
Clerk
West Greenville Summary Court
864-467-4645

P. S. Our answer to the Appeal has already been sent to your court.

ENTERED COMPUTER

SCANNED

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Lee Yarborough,)
)
Plaintiff,)

vs.)

Sean Eric Roach,)
)
Defendant.)
_____)

IN THE MAGISTRATE'S COURT
WEST GREENVILLE SUMMARY COURT

Civil Case No. 2019-OR-23-10100014

**DEFENDANT'S MOTION TO DISMISS
PURSUANT TO RULE 12(b)(8), SCRPC**

RECEIVED
FEB 28 2020
WEST GREENVILLE
SUMMARY COURT

Defendant, Sean Eric Roach, by and through his undersigned counsel, hereby files this Motion to Dismiss Pursuant to Rule 12(b)(8), SCRPC, because "another action is pending between the same parties for the same claim." Rule 12(b)(8), SCRPC. The grounds for this motion are as follows: Plaintiff, Lee Yarborough, is a also Plaintiff in another civil action currently pending in the United States District Court for the District of South Carolina, Greenville Division, captioned Propel PEO, Inc., Propel HR, Inc., and Lee C. Yarborough v. Sean Eric Roach, Idea Catapult, LLC, Angela Renea Tyler, and Arron Drye, Case No. 6:19-cv-03546-HMH-KFM (hereinafter "Federal Case"), which complaint was filed on December 20, 2019, and which contains many of the exact same allegations as this case; (2) the Federal Case, which contains 352 separate paragraphs over 59 pages, includes the exact same 14 exhibits filed in the Magistrate's case, plus four additional exhibits relating to the additional two individual Defendants in the Federal Case; (4) Plaintiffs' claims in the Federal Case primarily involve the exact same mailings at issue in the Magistrate's case; thus, both lawsuits clearly arise out of the same transactions or occurrences; (5) Plaintiffs' Complaint in the Federal Case includes common-law causes of action under South Carolina law for invasion of privacy, intentional infliction of emotional distress, defamation-libel per se, and civil conspiracy,

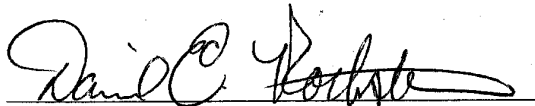
**CERTIFIED COPY
DARRELL FISHER, JUDGE**

all based on the same alleged conduct in the Magistrate's case; and (6) Plaintiffs in the Federal case request preliminary and permanent injunctive relief similar to the relief requested in the Magistrate's case. A true and accurate copy of the Complaint in the Federal Case is attached hereto as Exhibit A.

As this Court should know, the provisions of the South Carolina Rules of Civil Procedure apply to civil cases in Magistrate's Court "to the extent that they are not inconsistent with statutes and rules governing [Magistrate's Court]." Rule 81, SCRCP.

For all of the foregoing reasons, Defendant hereby requests that this case be dismissed pursuant to Rule 12(b)(8), SCRCP.

Respectfully submitted,



David E. Rothstein (SC Bar No. 66295)
ROTHSTEIN LAW FIRM, PA
1312 Augusta Street
Greenville, SC 29605
(864) 232-5870 (office)
(864) 241-1386 (facsimile)
drothstein@rothsteinlawfirm.com

Attorney for Defendant, Sean Eric Roach

February 28, 2020

Greenville, SC 29605

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PROPEL PEO, INC., PROPEL HR, INC., AND
LEE C. YARBOROUGH,

Plaintiffs,

v.

SEAN ERIC ROACH, IDEA CATAPULT, LLC,
ANGELA RENE TYLER, AND ARRON
DRIYE,

Defendants.

Case No. 6:19-cv-03546-HMH

**COMPLAINT
(JURY TRIAL REQUESTED)**

Plaintiffs Propel PEO, Inc., Propel HR, Inc. (hereafter collectively "Propel" or "Propel HR"), and Lee C. Yarborough ("Yarborough") (collectively "Plaintiffs"), complaining of Defendants Sean Eric Roach ("Roach"), Idea Catapult, LLC ("Idea"), Angela Renea Tyler ("Tyler"), and Arron Drye ("Drye") (hereafter collectively "Defendants") allege and state the following:

NATURE AND BASIS OF ACTION

1. This Action arises out of Defendants' prior relationships with Propel as employees and / or independent contractors. In their respective positions, Defendants were privileged to have access to confidential, proprietary and trade secret information belonging to Plaintiffs. Defendants are all also subject to valid and enforceable contractual provisions and restrictions on their use of Plaintiffs' confidential information, including client lists and data, and under duties not to solicit clients of Propel.
2. Defendant Roach has stated his intent to get revenge on the Plaintiffs, after his

consulting agreement was terminated on May 13, 2019 (Exhibit 4). Since that time, and starting most recently on or about October 31, 2019, Plaintiffs' representatives have been provided with copies and otherwise made aware of numerous mailings of post cards and letters including the use of the Plaintiff's registered federal trademark / servicemark PROPEL HR® (Registration No. 5,284,048). These mailings include the Propel HR logo, and did not originate from the Plaintiffs. The mailed items are obviously intended to defame, embarrass, intimidate and harass the Plaintiffs.

3. Many of the address blocks used on these mailings included the last 4 digits of client EIN / TIN, indicating that one or more of the Defendants have conspired to work together to use the Plaintiff's confidential, proprietary and trade secret information for illicit purposes, namely in their attempt to cause harm to the Plaintiff and harm its longstanding relationships with its clients. The items being mailed, as of the preparation of this action, include at least eight (8) separate items (Exhibits 5-12), and were apparently mailed to Propel clients, business associates of the Plaintiffs, and residents in the neighborhood where the Plaintiff Yarborough lives. The items mailed so far have originated from numerous locations throughout the United States, including: (i) Jackson, Mississippi; (ii) Greenville, South Carolina, (iii) Charlotte, North Carolina, (iv) San Diego, California, and (v) Orlando, Florida.

4. Coincidentally, this string of eight (8) separate mailings from October 31 to December 2, 2019, has apparently ended after Defendant Roach appeared for a hearing on a Restraining Order on December 2, 2019, before Magistrate Judge Darrell S. Fisher in the West Greenville Summary Court. Judge Fisher signed a Restraining Order against Roach on December 10, 2019, and also a revised / amended order on December 11, 2019, restraining Roach from contact with Plaintiff Yarborough, effective until March 31, 2020, in Lee Yarborough v. Sean Eric Roach, Case No.: 2019-OR-23-10100014.

5. Defendants' actions, as set forth herein, including but not limited to the items

placed in the U.S. Mail and the use of the Plaintiffs' confidential information accessed and used illegally constitutes false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B); contributory false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B); federal unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A); violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*; unfair competition under common law; breach of contract with utter disregard for the rights of Plaintiffs; tortious interference in violation of South Carolina common law; and an unfair trade practice in violation of S.C. Code Ann. § 39-5-10 *et seq.* Also, Defendants' theft, misappropriation, and / or use of confidential information owned by Plaintiffs in aid of their business in commerce, and promotion of the "mailings" are in violation of 18 U.S.C. § 1836 *et seq.*, the Defend Trade Secrets Act of 2016, and the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq.*

6. Plaintiffs seek injunctive relief, actual damages, punitive damages, and recovery of their costs and attorneys' fees incurred in connection with this action.

PARTIES

7. Plaintiff Propel PEO, Inc. is a corporation formed under the laws of the state of South Carolina with its principal place of business in Greenville, South Carolina.

8. Plaintiff Propel HR, Inc. is a corporation formed under the laws of the state of South Carolina with its principal place of business in Greenville, South Carolina.

9. The Plaintiff Lee C. Yarborough resides in Greenville County, South Carolina, and she has lived in the County most of her adult life.

10. Defendant Sean Eric Roach is, on information and belief a legal resident of Nevada, presently living in Greenville County, South Carolina.

11. Defendant Idea Catapult, LLC, is, on information and belief, a Nevada limited

liability company, owned and / or controlled by Sean Roach.

12. Defendant Angela Renea Tyler is, on information and belief, a legal resident of the state of South Carolina and resides in Chester County, South Carolina.

13. Defendant Arron Drye is, on information and belief, a legal resident of the state of South Carolina and resides Greenville County, South Carolina.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338 in that this action arises under the laws of the United States, specifically including but not limited to: (i) the Lanham Act, 15 U.S.C. § 1051 *et seq.*; (ii) the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836 *et seq.*, and (iii) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*.

15. The Court also has supplemental jurisdiction over Plaintiffs' state and common law claims pursuant to 28 U.S.C. § 1367, which form part of the same case or controversy, including but not limited to the following: (i) violations of the South Carolina Homeland Security Act, S.C. Code Ann. § 17-30-10 *et seq.*, (ii) violations of the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq.*, (iii) violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.*, as well as Plaintiffs' contractual breach, interference, and common law claims for Unfair Competition, Invasion of Privacy, Outrage / Intentional Infliction of Emotional Distress, Defamation, and Conspiracy.

16. This Court has personal jurisdiction over Defendants because, upon information and belief, for at least the reason that one or more of the individual Defendants are purposefully directing their U.S. Mail based attacks on the Plaintiffs to residents and businesses in Greenville County, and also because the individual Defendants are each parties to and subject

to one or more agreements with the Propel Plaintiffs that provide for venue and jurisdiction of all disputes in Greenville County, South Carolina.

17. This Court has personal jurisdiction over Idea Catapult as a result of the agreements with the Plaintiffs identified below (Exhibits 2-3).

18. Venue is proper in this judicial district and division pursuant to 28 U.S.C. § 1391 because all Defendants are subject to the personal jurisdiction of this Court. Venue is also proper in this division because a substantial part of the events giving rise to the claims in this action occurred in the District of South Carolina, including, upon information and belief, one or more of Defendants' marketing their defamatory mailings using the Plaintiff's Registered Trademark to and from within the District of South Carolina, and the conduct of Defendants within the District of South Carolina, who caused the mailings into the District of South Carolina and throughout the United States. Venue and jurisdiction is also proper in this district and division based on the Plaintiff's confidential, proprietary, and trade secret information that was accessed, maintained and used by Defendants in the division, and which is property of the Plaintiff, which is a South Carolina corporation with offices in South Carolina, and in this division.

FACTUAL ALLEGATIONS

19. Defendant Roach, on information and belief, lives approximately 0.3 miles from the Plaintiff Yarborough's residence, where she has lived since 2006. On information and belief, Defendant Roach has resided at this address for approximately one year.

20. Defendant Roach knows where the Plaintiff Yarborough lives and works. Defendant Roach is also aware that the Plaintiff and her family are members of the Greenville Country Club, and that she utilizes YMCA facilities on Cleveland Street, known as the Caine Halter YMCA.

21. On information and belief, Defendant Roach is aware of where Plaintiff Yarborough's husband works.

22. Plaintiff Yarborough received a diploma from Lakeside High School. After graduation from high school, she attended Vanderbilt University from 1989 to 1993, earning a Bachelor of Arts in History.

23. In 1996, Plaintiff Yarborough and her father, Braxton Cutchin, founded Personnel Resources, LLC that later became Propel HR. The company's mission is to provide valuable human resources outsourcing solutions through client-focused partnerships.

24. Since its founding, Propel HR has achieved its goals of creating successful and thriving business partnerships, has expanded its lines of service, and grown to employ over three dozen people.

25. Plaintiff Yarborough is presently the President and one of the principal owners in the assets and interests of Plaintiffs Propel PEO, Inc., and Propel HR, Inc.

26. Propel PEO, Inc. is a professional employer organization licensed by the South Carolina Department of Consumer Affairs as well as a certified professional employer organization ("CPEO") certified by the Internal Revenue Services.

27. Propel HR has expended considerable time and resources developing its good name and reputation for service in the local community, built upon its guiding principles of Integrity, Excellence, Growth and Stewardship.

28. Propel HR is accredited by and holds an "A+" rating from the Better Business Bureau®. Propel HR has also been named Small Business of the Month by the Greenville Chamber of Commerce.

29. Since founding Propel HR, Plaintiff Yarborough has been active in the local community, as well as within the PEO and HR industry, including but not limited to the following:

- serving on the Board of Directors (currently as Vice Chair) of the National Association of Professional Employer Organizations (NAPEO), which is intended to be the Voice of the PEO¹ Industry;

¹ According to the NAPEO, PEOs provide payroll, benefits, regulatory compliance assistance, and other HR services to small and mid-sized companies.

- serving as Chair for the NAPEO Carolinas Leadership Council;
- In 2015, was named a Fellow in the 11th class of the Liberty Fellowship Program, and a member of the Aspen Global Leadership Network;
- serving currently on the Board of Public Education Partners; and
- founding and serving as director of Read Up Greenville, a young adult and middle grades book festival in downtown Greenville, South Carolina.

30. All Plaintiffs value and enjoy their excellent reputations for business acumen, community service, and good character.

31. Defendant Roach and his company, Idea Catapult, LLC,² by virtue of the now terminated consulting relationship with Propel HR (Exhibits 2-4), on information and belief, is and was well aware of Plaintiff Yarborough's ownership interests in Propel HR, and the extent of her ownership.

32. All actions of Defendant Roach, as described herein, are also attributable to Defendant Idea Catapult, LLC, for the reasons set forth herein, including specifically the fact that, on information and belief, Idea Catapult has no other agents or employees acting on its behalf.

33. Defendants knew that any action taken adverse to Propel HR, is also directed at Plaintiff Yarborough personally as the owner and one of the founders of Propel HR.

34. Propel HR is in possession of all rights associated with the federally registered trademark, granting exclusive rights in the mark PROPEL HR, specifically including but not limited to all rights for goods and services, including "[s]erving as a human resources department for others; human resources management services, namely, administration of payroll processing and employee wages, time and labor tracking, and employee leave of absences; human resources consultation; [and] [c]laims administration in the field of workers' compensation; financial administration of master 401(k)

² See Exhibit 13, Twitter profile of Defendant and his company, Idea Catapult.

plans and Section 125 plans,” known and identified in the Patent and Trademark Office as Registration No. 5,284,048 (hereafter “PROPEL HR” or “Trademark”).

35. The PROPEL HR / Trademark / name has been in continuous use by Propel HR since at least as far back as April of 2007. In addition to the Trademark, and as shown on its web-site, Propel HR also uses the phrase or tagline, “Business Forward,” as part of its tradename, and in the promotion of its services to existing and prospective clients and customers.

36. Plaintiffs are informed and believe that the Defendants’ “unauthorized use” use of Propel HR’s Trademark, Propel HR, as described and set forth herein with respect to at least the eight (8) mailings identified below (Exhibits 5-12), is a violation of federal law, including but not limited to the Lanham Act, 15 U.S.C. § 1125, and the Roach Confidentiality Agreement (Exhibit 2), as specifically prohibited at Paragraph 7.³

37. These malicious and illegal uses constitute infringement, tarnishment, and / or dilution and cannot be considered to serve any useful or legitimate purpose.

38. In addition to owning exclusive rights in the PROPEL HR / Trademark, Plaintiff and Propel HR have spent considerable resources developing their good names and reputations for professional services in the local, regional and national business communities.

GREENVILLE NEWS – “SHARK” ADVERTISEMENT BY DEFENDANT

39. On or about October 7, 2018, representatives of Plaintiffs saw an advertisement in the Greenville News, entitled, “IT WASN’T A SHARK THAT KILLED HER! It was much worse ...” This advertisement is attached here as Exhibit 1, and as shown in the grey shaded box at the bottom right, the advertisement concluded by stating, “Widowed Dad Wants to Work For You,” and provided

³ Para. 7 of the Roach Confidentiality Agreement, provides: “No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder.”

what turned out to be contact information for Defendant, Sean Eric Roach, including an upstate South Carolina telephone number with "864" prefix.

40. After seeing this advertisement, representatives of Propel HR contacted Defendant Roach and he quickly began selling his proposed sales services.

41. Sometime after this advertisement was run and contact was made with Defendant Roach, he attended a Kronos conference / event in Las Vegas, Nevada, with Plaintiff Yarborough's brother, Robert Cutchin, and business partner, Paul Garrigan, and Paul's spouse. Paul is also a principal / owner of Propel HR, and Robert also works for the Propel HR.

42. Defendant Roach represented that he was from Las Vegas and apparently entertained Robert and Paul and Paul's wife while they were in Nevada.

ROACH AGREEMENTS, THREATS AND TERMINATION

43. On or about October 29, 2018, Sean Roach as CEO of his company, Idea Catapult, LLC, entered into a Confidentiality and Non-Disclosure Agreement with Propel HR (hereafter "Roach Confidentiality Agreement," attached here as **Exhibit 2**).

44. On or about November 1, 2018, Sean Roach individually and his company, Idea Catapult, LLC, entered into an Independent Contractor Agreement with Propel HR (hereafter "Roach IC Agreement," and attached as **Exhibit 3**) (The Roach IC Agreement and the Roach Confidentiality Agreement may hereafter be referred to collectively as the Roach Agreements).

45. In or around January of 2019, Defendant Roach began a very aggressive and concerning push to get Propel HR to purchase a very expensive Customer Relations Management ("CRM") system, known as Salesforce. One of the reasons Defendant Roach used to "uncomfortably urge" Propel HR to purchase this CRM system was that he had arranged a deal through some alleged expert Salesforce implementation consultants.

46. In or around November and December of 2018, Defendant Roach approached Plaintiff

Yarborough and represented to her that the Propel HR sales team felt like she “sh%t,” on them. This made Plaintiff Yarborough feel very, very uncomfortable as Defendant knew that the Plaintiff does not speak that way in the office. After this incident and verbal exchange, Defendant Roach mailed Plaintiff a package containing two plastic “poops,” each resembling an actual pile of feces. Roach somehow knew when the Plaintiff Yarborough had opened the package, and almost immediately thereafter contacted her electronically to ask if she liked it.

47. Defendant Roach later sent a supposed apology email, apparently knowing the poop package was not well received. Plaintiff did not know how to respond and was very upset at that time.

48. Among other things that caused the Plaintiff concern, around this same time, Defendant Roach insisted on telling Propel HR employees that he was “performing a colonoscopy” of the company. This characterization was not provided for in any of the Roach Agreements (Exhibits 2-3), and Defendant Roach knew it was not well received by the Plaintiffs.

49. On May 13, 2019, for good cause, Propel HR exercised its right to terminate the Roach Agreements. Propel HR sent a termination letter to Defendant Roach on May 13, 2019, and stated, in part: “As a reminder, the terms of that certain Confidentiality and Non-Disclosure Agreement signed by Propel and Contractor on October 29, 2018, remain in effect for a period of five (5) years. In addition, the provisions on the non-solicitation of clients set forth in paragraph 9 of the Agreement remain in effect for a period of twelve (12) months following the termination of the Agreement.”

50. Around the time of the impending termination of his contractual relationship with Propel HR, Defendant Roach stated to Propel HR representatives he would go “nuclear” on them, and also began sending other threatening messages to Propel HR employees, including, by way of example, the following to Propel HR Executive team members:

- Sent a text message on or about May 14, 2019, to Paul Garrigan, a principal in Propel HR, stating, “Told you last night I wanted to end this and right, not go to battle,” and “I’m seeing red!”;

- Sent a text message to Plaintiff Yarborough's father, Braxton Cutchin, on or about June 14, 2019, stating, "And know this will become a game for me to Right this Wrong you have caused! I will play this Game for Years to come (I have not even started to play), I know you know I am competitive and play to Win, and since you are saying you want to hurt me, you will have to kill me to end the game!" (underline emphasis added);
- Sent a text message to Braxton Cutchin, Paul Garrigan, and Plaintiff Yarborough on June 19, 2019, stating he "heard" them in their offices at Propel HR.

51. In addition to the above described threats to Propel HR Executive team members, Defendant Roach also communicated with current or former Propel HR employees, as follows:

- contacted multiple employees stating he would get them a job with another company and that Propel was in trouble. He spread untrue information to employees and harassed them;
- contacted an employee by telephone and then sent a text message on or around June 11-13, 2019, insinuating that he was watching Propel HR employee actions and listening to conversations in Plaintiff Yarborough's offices, stating he could not "get my popcorn fast enough to watch," and also stating he could not hear as well in certain parts of the office building, causing employees to ask that Propel HR lock the front door to the building during the workday for fear of the Defendant Roach;
- contacted an employee and stating, "detriment was coming to Propel," and also that he could find her a better place to work. Roach again stated that he "knows, hears, and sees more than anyone knows," and that his "goal is to crush the company and I'm good at what I do"; and
- stated to an employee on or about May 25, 2019, that he was "taking Propel down piece by piece."

52. Needless to say, Plaintiff Yarborough and other Propel HR employees and members of the Executive Team were very concerned after being made aware of the above-identified communications, and, in hindsight, feel a Restraining Order should have been obtained at that time.

53. Due to growing concerns about the communications from Defendant Roach after the termination on May 13, 2019, Propel HR engaged outside counsel to send a cease and desist letter. Attached here as **Exhibit 4** is the letter sent to Roach and his company, Idea Catapult, LLC, from Propel HR's outside counsel at the Ogletree Deakins law firm, dated June 18, 2019.

54. Among other matters as set forth in the letter, including to cease and desist

communications with Propel HR clients and employees, Propel HR reminded Defendant Roach regarding the Roach Confidentiality Agreement (Exhibit 2), as follows:

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession.

55. Defendant Roach responded to Propel HR's counsel making threats of a breach of contract claim, yet he continued to violate the Roach Confidentiality Agreement by not returning the Confidential Information belonging to Propel HR, as required by Paragraph 6 of the Roach Confidentiality Agreement (Exhibit 2).

56. If Defendant Roach felt he had any legal recourse or a problem with the way his and his company's relationship with Propel HR was terminated, specifically via the Roach Agreements, he could have and should have conferred over the matter and / or filed a civil lawsuit to enforce any allegedly breached provisions of the Roach Agreements (Exhibits 2-3).

57. Instead, led by Defendant Roach, Defendants have engaged in a malicious campaign against the Plaintiffs, made possible only by their blatant disregard for and intent to violate applicable legal provisions, including but not limited to:

- (i) Lanham Act, 15 U.S.C. § 1051 *et seq*;
- (ii) Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq*;
- (iii) Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq*;
- (iv) S.C. Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq*;
- (v) S.C. Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq*;
- (vi) S.C. Homeland Security Act, S.C. Code Ann. § 17-30-10 *et seq*;
- (vii) The Roach Confidentiality Agreement (Exhibit 2);

- (viii) The Roach IC Agreement (Exhibit 3);
- (ix) Drye's Confidentiality and Non-Solicitation Agreement (Exhibit 15); and
- (x) Tyler's Confidentiality and Non-Solicitation Agreement (Exhibit 17).

58. Based not just on the fact that the eight mailings described below were mailed to Propel HR clients, but also included the last 4 digits of some of those client's EIN / TIN (*see* originals / unredacted copies of Exhibits 5-12), Defendants, at a minimum, have illegally accessed and used Propel HR's confidential information in violation of the Roach Confidentiality Agreement (Exhibit 2), specifically at Paragraphs 1 and 2, the Drye Agreement (Exhibit 15), specifically at Paragraphs 2 and 4, and the Tyler Agreement (Exhibit 17), specifically at Paragraphs 2 and 4.

59. Defendants never sought or obtained permission from Propel HR to use its Confidential Information at any time after termination of their Roach Agreements (*See e.g.*, Exhibits 2-4, 15-16, and 17-18).

60. Defendants knew they intended to use the Plaintiffs' Confidential Information improperly, and that is why they did not return it to Propel HR, as contractually bound to do.

61. If not for Defendant Roach's unauthorized access and use of Propel HR's confidential and protected computer systems and data in violation of the Roach Agreements, Defendants could not have sent the mailings described herein, and also Roach could not have conducted unauthorized electronic surveillance of the Plaintiff Yarborough and other Propel HR employees.

SURVEILLANCE BY ROACH

62. Also, as a result of these actions by Defendant Roach, specifically his stating and bragging that he could still "hear" and "see" Plaintiff Yarborough and other Propel HR employees, Propel HR took steps to ensure it had additional security measures in place, up to and including hiring security to protect the Plaintiff Yarborough, her family, friends and co-workers.

63. Plaintiffs are informed and believe that Defendant Roach accessed and continued to

access Propel HR's in-office computer operated security cameras through a smartphone app.

64. This access by Roach was not authorized by any Plaintiff.

65. When this computerized surveillance system was initially installed in the Propel HR offices and prior to the termination of the Roach Agreements, Defendant Roach went out of his way to show Plaintiff Yarborough how to use the app on her phone to access the surveillance camera footage.

66. Defendant Roach has claimed to others, including Propel HR present and / or former employees, that he has knowledge of facts that suggested he could see Plaintiff Yarborough and others moving about in the Propel HR office. Once Propel HR took down that method of access to their in-office security cameras, Defendant Roach no longer stated he could see Propel HR personnel moving around in the office.

67. As a result of these alarming and harassing actions by Roach, on or about June 20, 2019, the Greenville City Police were notified, Detective Drew Palmer, and they opened Case # 19-37907.

68. On information and belief, Detective Palmer contacted Defendant Roach and advised him to not contact Plaintiff Yarborough or anyone from Propel HR.

69. Defendant Roach was also told by Propel HR's attorney to cease contact with Propel (Exhibit 4), yet he has continued to contact Propel employees and former employees, and to harass and annoy Plaintiffs, Propel clients, as well as friends and neighbors of the Plaintiff Yarborough.

70. Defendant Roach has also ranted about Plaintiff Yarborough to her neighbors, in her neighborhood. Plaintiff Yarborough does not feel safe walking in her own neighborhood, where she has lived since 2006.

71. These actions by Defendant Roach show a pattern that he is attempting to smear Plaintiff Yarboroughs' image and the image of Propel HR, as he has stated his goal was to "destroy Propel," and that he "wanted to take Propel down."

72. These actions of Defendant Roach have caused an unreasonable intrusion into the

Plaintiff Yarborough's private life, as he has contacted her neighbors directly and also by the eight (8) mailings, some of which were mass-mailed directly to hundreds of her neighbors.

73. One of the mailed cards described below references "college girls" (Exhibit 10). Defendant Roach knows Plaintiff Yarborough's oldest daughter is a senior in high school and this was considered a threat towards Plaintiff Yarborough and others in her family.

74. These actions and offensive intrusions into the private life of the Plaintiff Yarborough by Defendant Roach violate applicable laws, and serve no legitimate purpose.

75. There is no legitimate purpose to try to "take Propel down" and potentially hurt not only Plaintiffs, but employees and clients of Propel HR.

76. On information and belief, Defendant Roach has also stated his intention to drive clients away from Propel HR, likely to competitors where Defendants Drye and Tyler are now employed and are known to have violated the non-solicitation and confidentiality provisions in their agreements with Propel HR (Exhibits 15, 17). It is not known at this time if any of the targeted Propel HR clients have left or will leave and take their business elsewhere due to the actions of Defendants.

77. An example of the harm these actions by Defendants have caused Plaintiffs is set forth in the attached letter from a Propel HR client, The Furman Co., dated November 27, 2019 (Exhibit 14), stating:

Dear Lee,

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

78. This situation has caused Plaintiff Yarborough to suffer tremendous mental and emotional distress, including anxiety, weight loss, and constant fear. As a result, Plaintiff Yarborough has had to go see her doctor on November 8, 2019, and was prescribed medications to assist her with handling the situation.

ALLEGATIONS OF PROPERTY DAMAGE, HARASSMENT

79. Defendant Roach, on information and belief, is very experienced in the use of and installation of private security systems, and surveillance mechanisms.⁴ Roach talked about and showed Plaintiff Yarborough and others at Propel the security systems, including cameras in almost every interior room, he allegedly had in place in his home in California, located at 58 Calle Manzanita, Rancho Mirage, California.

80. On information and belief, Defendant Roach lived at this California address above from approximately December of 2015 to June of 2018. *See e.g., Kimmes et al v. Metaweb, LLC, the SPR Living Trust, and Sean Roach*, PSC-18-04531, filed July 31, 2018, pending in Riverside County Superior Court (the "California Lawsuit").

81. According to the allegations in the California Lawsuit, Defendant Roach caused hundreds of thousands of dollars in damage to the property, quoting from Paras. 18-22, as follows:

18. On June 19, 2018, the foreclosure sale occurred. On June 20, 2018, PLAINTIFF took possession of the Property and discovered that META WEBS, SPR and ROACH stolen all of the interior doors and cabinet doors and glass shelves in living and dining room; stole all of the appliances in the house and casita including the dishwasher, washer, dryer, refrigerator and microwave; stolen all of the closet organizers and tile and glass doors from the showers; stolen all of the interior and exterior lighting fixtures; stolen all of the fireplace glass; outside fire pit table and all of the outdoor screens. META WEBS, SPR and ROACH also emptied the pool and threw urine and debris all over the Property.

⁴ *See e.g., Exhibit 13*, at pages 2 and 3, showing that, almost immediately after the restraining order hearing before Judge Darrell S. Fisher on December 2, 2019, Roach re-tweeted a #BeAfraid warning about smart TV's being used for surveillance of people in their bedrooms, stating, "If you only realize this now ... don't have any electronics in your bedroom!"

19. METAWEBS, SPR and ROACH also failed to maintain the interior and exterior of the Property inclusive failing to fix water leaks, water damage and black mold, maintain the carpet, wall coverings and interior and exterior paint. META WEBS, SPR and ROACH also failed to maintain the pool and spa and all exterior custom landscaping.

20. To date, PLAINTIFF has suffered losses of having to pay off the HERO Loan of \$100,000.00, the payment of taxes and insurance of 30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

21. On numerous occasions, PLAINTIFF has demanded that METAWEBS, SPR and ROACH pay PLAINTIFF the amounts due on the HERO Loan of \$100,000.00, taxes and insurance of \$30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

22. META WEBS, SPR and ROACH have refused PLAINTIFF'S demands.

82. The allegations in Paragraph 20 above from the California Lawsuit relate to what appears to have been a fraudulently obtained loan, for which the proceeds were allegedly used by Defendant Roach and not for the stated purpose of the HERO loan, namely to improve the property by "financing of certain renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure that are permanently fixed to real property."

83. According to the California Lawsuit allegations and attached documents, Defendant Roach signed the documents to obtain this HERO loan on or about Feb. 21, 2017, as Trustee for META WEBS LLC, THE SPR LIVING TRUST.

84. In late 2016, on information and belief, Defendant Roach created and benefitted from a Crowdfund solicitation to "Bring [his wife] Home," for the Holidays from ICU in Arizona, which is stated to have raised \$56,865.

85. This Crowdfund campaign ad stated, for example, that "[m]edical transport will costs \$13,000 - \$15,000," and that "[i]nsurance will not cover in home care of \$12,500 per month.

86. On information and belief, due to health conditions and / or restrictions placed on

Defendant Roach by family members or friends of his now deceased spouse, she was never going to be leaving Arizona in late 2016, and she apparently passed away in December of 2016 in Arizona.

87. Despite the apparent success of Defendant Roach's Crowdfund campaign, raising \$56,865 over a stated goal of \$49,600, on information and belief, Roach's now deceased spouse was never brought home to California for the purpose set forth in the Crowdfund campaign.

88. Defendant Roach then advertised a Celebration of Life for his deceased spouse on FaceBook to take place in California on January 21, 2017, and included information at the bottom of the post soliciting funds to be placed in a specific account at Bank of America.

89. According to news reports, Defendant Roach was involved in litigation in Las Vegas years ago, where he was accused of "defaming" and "trespassing on" property, as well as "engag[ing] in a malicious campaign of lies, stalking and personal attacks to cause [his adversary] emotional distress."

90. In reports related to that lawsuit in Nevada, Defendant was also apparently accused of "persuading [his adversary's] customers to not patronize his seminars," and also having a "personal vendetta."

91. Shortly after moving to Greenville County from California on or about May 15, 2018, Defendant Roach was the subject of what is styled as Rule to Vacate action in Greenville County Summary Court, related to a lease and tenancy on Cammer Avenue in the Augusta Road area. Houses & Then Some v. Sean Eric Roach and All Occupants, 2018-CV-23-11002519 (the "Greenville Rule to Vacate").

92. Defendant Roach hired counsel to respond to this Greenville Rule to Vacate action, alleging, among other things, that the landlord "intentionally or with reckless regard misrepresented the property leased to Defendant [Roach] and failed to disclose a known flooding issue, which directly

caused damage to some valuable and irreplaceable personal property owned by Defendant [Roach], which is valued at approximately \$5,600.”

93. Prior to receiving notice of the mailings described below and set forth in **Exhibits 5-12**, Plaintiff Yarborough and others at Propel HR had heard through current and / or former employees that Defendant Roach had stated to them that he was going to be sending out some defamatory mailings, but Propel HR had no way to know when or how this would be done. At least one such source has advised that they were actually shown one or more of the proposed mailings by Defendant Roach.

94. On information and belief, Defendant Roach has had other very uncomfortable run-ins / encounters with people since he moved to Greenville, South Carolina, causing them to sever ties with the Defendant due to fear of his conduct and actions.

95. While it is not known at this time if the allegations in the above-identified lawsuits regarding Roach are accurate, these lawsuit allegations alone show that Defendant Roach has previously been accused of the very same patterns of abusive and illegal conduct that has been directed toward Plaintiffs here in Greenville, South Carolina.

THE EIGHT MAILINGS – OCT. 31 TO DEC. 2, 2019⁴

96. Beginning on or about October 31, 2019, and running through as recently as Monday, December 2, 2019,⁵ the following eight (8) mailings have been sent to Propel HR clients and customers, Plaintiff's neighbors, PEO industry associations for which the Plaintiff Yarborough serves on boards, and trade associations.

97. **Exhibit 5** - On or about October 31, 2019, numerous clients of the Plaintiffs contacted representatives of Propel HR to advise of receipt of an item in the U.S. Mail ("1st mailing").

⁵ Coincidentally, the mailings have apparently ceased after the hearing before Magistrate Judge Darrell S. Fisher at the West Greenville Summary Court on Dec. 2, 2019, in Yarborough v. Sean Eric Roach, Case No.: 2019-OR-23-10100014

Reporters of this information received an envelope with printouts of confidential resignation letters from former Propel HR employees, Defendants Angela Tyler and Arron Drye. These 1st mailings originated from Jackson, Mississippi. The outside of the envelopes included a picture of a postcard ("2nd mailing") containing the name of the Plaintiff Lee Yarborough, the Propel HR federally registered trademark, and purporting to depict the Plaintiff as associated with illegal and / or offensive conduct, including "racism," and workplace discrimination, including allegations of "hostile work environment," and "sexual harassment (if you are good looking)" (hereafter "The Help" letter or "1st" mailing). A representative copy of this 1st mailing is attached here as **Exhibit 5**.

98. This 1st mailing included a fictitious return name in Jackson, Mississippi, and apparently used the address of a legitimate business without their permission. The letter was sent to Propel HR clients, board members of a national trade association (NAPEO), board members of a partner trade association, and to the nearby Greenville Country Club.

99. These inflammatory allegations are all false, as Propel HR has never even been sued for employment discrimination. Any such claims that may have been asserted are either unknown to Plaintiff, or were resolved in favor of Propel HR.

100. Defendants knew those allegations were false and unfounded, and that they have no evidence to support them. Yet, Defendants represented those illegal acts as fact, and attempted to confuse Propel HR clients, as well as Plaintiff Yarborough's friends and neighbors by creating the mailing to suggest it originated from Propel HR in an effort to harm the company, and to intimidate and harass the Plaintiffs, and in particular Plaintiff Yarborough.

101. **Exhibit 6** - On or about October 31, 2019, representatives of the Plaintiffs were made aware of an actual postcard (first postcard, and "2nd mailing"), a copy of which was on the outside envelope of the first mailing, with the same "The Help" message and using the Propel HR name and registered trademark. This 2nd mailing was apparently mailed separately from the 1st mailing / The

Help letter, and apparently sent to all the recipients of the 1st mailing and also to hundreds of Plaintiff Yarborough's neighbors in and around her residence and around the Greenville Country Club. This postcard included a super-imposed image of the Plaintiff Yarbrough on it, as well as Plaintiff Yarborough's first and last name, as follows: "Starring Lee Yarborough as Two Slice Hillee," in a manner obviously intended to harass, intimidate, and defame the Plaintiffs. A representative copy of this 2nd mailing is attached here as Exhibit 6.

102. This 2nd mailing / The Help post card included text on the other side of the above described side with the Plaintiff Yarborough's picture and name on it, as follows (bold in original):

Hiring Now!

Can you bake pie?

We are looking for Indentured servants!

Need you to work long hours for low pay, to support our
"Country Club" lifestyles.

We treat our **HELP**, oops we mean our servants so well, In fact, we have lost 19% of them In less than five months.

We are an HR company, and we supply our **HELP** with a **"hostile work environment"**, **"sexual harassment"** (If you are good looking), and **"racism."** Our founder believes, Just like TRUMP, **"You have to hit a JEW harder, then they hit you."** Black people (we say the N-word) **"Are Lazy."** If you ever report any of this to hurt the fake "Sunshine" Image we try to create In the UBJ or public, we will ask you **"To give the founder Grace!"** and hire people to come after you!

As Christians, let us do you a favor: "God don't give charity to those who are well and able!"

So Please, Be THE **HELP** for us.

Time to look for a NEW HR Company!

103. After the first mailings were sent, Plaintiffs contacted police and met with Greenville

City Police, Detective Jim Dempsey, Case #19-71817.

104. Exhibit 7 - On or about November 4, 2019, representatives of the Plaintiff were made aware of a second postcard ("3rd mailing") which we may also describe and refer to as "The Jerk." This postcard depicted an image of a current employee of the Propel HR, as well as the Propel HR name and registered trademark. This card specifically singled out a Propel HR employee that Defendants disliked and often stated how much they disliked this person. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 3rd mailing is attached here as Exhibit 7.

105. This 3rd mailing / The Jerk postcard attempts to provoke fear in the Propel HR client recipients, stating, "Just think what The JERK could do with all your information and data!"

106. This 3rd mailing / The Jerk postcard also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

107. Exhibit 8 - On or about November 11, 2019, representatives of the Plaintiff were made aware of a third postcard ("4th mailing") which we may also describe and refer to as "The Invitation." This postcard was a random image but did contain the Propel HR name and trademark. This card referenced client information, of which all Defendants were aware and also accused Propel HR of illegal actions and conduct, including "sexual harassment," and a "hostile work environment." This card was apparently mailed to all of the recipients of the 1st mailing. A representative copy of this 4th mailing is attached here as Exhibit 8.

108. This 4th mailing / The Invitation postcard also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

109. Exhibit 9 - On or about November 12, 2019, representatives of the Plaintiff were made aware of a fourth postcard ("5th mailing") which we may also describe and refer to as "The Party." This postcard was a random image but did contain the Propel HR name and trademark. The back of

this card had the same information as was included on the 4th mailing. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 5th mailing is attached here as **Exhibit 9.**

110. This 5th mailing / The Party postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

111. **Exhibit 10** - On or about November 18, 2019, representatives of the Plaintiff were made aware of a fifth postcard ("6th mailing") which we may describe and refer to as "Adult Entertainment." This postcard was apparently a random image but did contain the Propel HR name and trademark, and it did purport to depict a representative of Propel HR, namely the Plaintiff Yarborough's father Braxton Cutchin, by apparently cropping an image of his face onto the image on the mailed postcard. This card was apparently mailed to all of the recipients of the first mailing and also to hundreds of the Plaintiff Yarborough's neighbors. The contents of this 6th mailing / postcard referenced a "Christian woman-owned Company," in an obvious attempt to further intimidate, harass and defame Plaintiffs, and in particular Plaintiff Yarborough. A representative copy of this 6th mailing is attached here as **Exhibit 10.**

112. This 6th mailing / Adult Entertainment postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

113. **Exhibit 11** - On or about November 22, 2019, representatives of the Plaintiff were made aware of a 7th mailing which we shall refer to as "Thanksgiving Card." This card contained images of five current staff of Propel, including Plaintiff Yarborough, as well as an image of the "Grim Reaper," which is well known to be a symbol of death. It also contained the Propel HR name and trademark. This card was apparently mailed to all of the recipients of the 1st mailing, and some neighbors. A representative copy of this 7th mailing is attached here as **Exhibit 11.**

114. In an apparent attempt to use a confusingly similar tagline, this 7th mailing / Thanksgiving Card (Exhibit 11) includes the following text: "Business Backward."

115. In contrast, the postcards / mailings identified above as Exhibits 6-10 all included Propel HR's common law trademark / tagline, "Business Forward."

116. Exhibit 12 - On or about December 2, 2019, representatives of the Plaintiff were made aware of an 8th mailing which we may describe and refer to as the "EIN Card." This card contained what appears to be an Employer Identification Number / Tax Identification Number (EIN / TIN), and contained the text on the back as shown below (bold emphasis in original). This 8th mailing / EIN Card again contained the Propel HR name and trademark, suggesting the mailing originated and / or was authorized by the Plaintiffs. This card was apparently mailed to all of the recipients of the 1st mailing. A representative copy of this 8th mailing is attached here as Exhibit 12.

117. This 8th mailing / EIN Card appears to have been mailed on November 29, 2019.

118. On information and belief, this 8th mailing / EIN Card was mailed after Defendant Roach received notice of the above-described Restraining Order action, Lee Yarborough v. Sean Eric Roach, Case No.: 2019-OR-23-10100014), which has since resulted in a Restraining Order against Roach.

119. This 8th mailing / EIN Card postcard, just like the 2nd, 3rd, 4th, 5th, and 6th mailings, also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

120. This 8th mailing / EIN Card purports to have included the last 4 digits of the Propel HR client recipient's EIN, again intended to cause harm and embarrassment to the Plaintiffs.

121. Below is the text as shown on the 8th mailing / EIN card (Exhibit 12 - bold in original, red added for emphasis):

Is your EIN

(Employer Identification Number)
SAFE?

29 NOV 19 PM 1L [postal stamp]

Your company **EIN** is just like your personal Social Security Number!

Did you know a single company **EIN** with the known business address and the legal business name is worth between

\$1,000 and \$10,000++ on the Dark Web?

Your Bank Accounts can be **accessed and drained!**

Credit can be taken out in your business name!

Fake **tax returns can be filed** for your business!

Is your current HR company keeping your EIN safe and protected?

Or are they sending it via spreadsheets in emails and using unsecured computers and untested software? ;-)

If you are wondering the answer, the last four of your EIN might be on this postcard address label, because it is

NOT SAFE!

Can you risk losing it all to this dirty "**The Sun is Shining**" secret?

Time to look for a NEW HR Company!

122. As shown above, this 8th mailing / EIN Card postcard attempts to instill fear and anxiety in customers and clients of Propel HR, and / or to otherwise harass, intimidate and embarrass Plaintiffs.

123. Not surprisingly, since this 8th mailing went out, many more clients of Propel HR have contacted the Plaintiff Yarborough and her co-workers stating they felt "threatened," upon receipt of it, and many continue to think their employees' highly confidential payroll information may have been accessed.

124. Most of these mailings to Propel HR clients included the last 4 digits of the client's EIN / TIN, apparently in an attempt to suggest that a data breach involving Propel HR's confidential client information.

125. These cards were all similar in that each included or was obviously intended to include / make false and defamatory statements about Plaintiffs, including specifically employees who were

known to be disliked by Defendants, including, for example, the employee depicted on both The Jerk postcard / 3rd mailing (Exhibit 7) and the Thanksgiving Card / 7th mailing (Exhibit 11).

126. As stated above, these eight (8) mailings (Exhibits 5-12) sent to clients of Propel HR, was made possible only by use / misuse of Propel HR's confidential information in violation of the above identified Roach Agreements (Exhibits 2-3), the Drye Agreement (Exhibit 15), and the Tyler Agreement (Exhibit 17).

127. In addition to the Plaintiff Yarborough's next door neighbors and hundreds of down the street neighbors of the Plaintiff Yarborough and her family, these mailings were also sent to the nearby Greenville Country Club, which is not a client of Propel HR. This was obviously intended to further harass and defame Plaintiffs and their character within the community, and, in particular, Plaintiff Yarborough.

128. All eight mailings (Exhibits 5-12) falsely represent to have originated and / or have been authorized by Plaintiffs.

129. The 6th mailing (Exhibit 10) includes the following text: "When a sales rep being interviewed explained how Strip Clubs now require "Dancers" to be employees, we saw it as a PEO HR fit."

130. The 7th mailing (Exhibit 11) includes the following text: "We want to thank you for all the concern for us as current employees, former employees, and around these issues."

131. These eight mailings (Exhibits 5-12) constitute defamation *per se*, so general damages are presumed for the Plaintiffs under South Carolina law.

"FICTITIOUS" DATA BREACH

132. For years now, Propel HR has implemented state-of-the-art information technology systems, including multi-factor authentication security provisions to protect its most confidential client data, such as client-employee addresses, social security numbers, and other payroll data.

133. Defendants knew this and Defendants also knew that none of them ever had access to the confidential data protected by this state-of-the-art technology.

134. Defendants have obviously illegally accessed and used Propel HR's confidential mailing list and last 4 digits of client EIN / TIN to do the eight mailings described above.

135. All such access and use of Plaintiffs' confidential information violates the Roach Agreements (Exhibits 2-3), as well as the Drye and Tyler Agreements (Exhibits 15, 17).

136. On information and belief, this access and use was facilitated, at least in part, by the deliberate failure of Defendant Tyler to return her Propel HR owned computer, after initially stating she would do so. (See e.g., Exhibit 18, providing Tyler with a box "to return [her] Propel HR computer," on or about June 18, 2019, and also specifically reminding Tyler that, "the [Tyler] Agreement [Exhibit 17] provides that you maintain as confidential the client lists and client information of Propel HR."

DEFENDANTS' INTENT TO HARM PLAINTIFFS

137. Defendant Roach contacted Propel HR employees after the Roach Agreements were terminated, and told them that he was going to take Propel HR "down."

138. Defendant Roach has also told Propel HR employees that he could get them a better job elsewhere.

139. On information and belief, Defendant Roach was instrumental in convincing Defendants Drye and Tyler to resign from Propel HR.

Defendant Drye's June 12, 2019, Two-Page Resignation Email

140. Defendant Drye sent a two (2) page resignation email to all of Propel HR's internal email list on June 12, 2019.

141. According to the copy of Defendant Drye's resignation / "Final Thoughts" email included in the Defendants' 1st mailing (Exhibit 5, pages 3-4 of 7), the email was sent at 10:59 A.M.

on June 12, 2019.

142. Drye sent his resignation email almost one month after Propel HR terminated Defendant Roach on May 13, 2019.

143. In his resignation email, for example at Exhibit 5, p. 4 of 7, Defendant Drye expressed his disdain for the Propel HR employee Defendants refer to as The Jerk (Exhibit 7), stating:

My phone has blown up last few days as [The Jerk] tried to reach out to my prospects and has already rubbed them all the wrong way. Yet he is doing great things for you all. Sean brought his lies starting back in January to the executive team, called him out in sales meetings and they did nothing except reward him with no work deals he could turn in and get paid more than me.

144. Subsequent to sending his resignation letter, Drye began attempting to solicit Propel HR clients in violation of the Drye Agreement.

Defendant Tyler's June 18, 2019, Three-Page Resignation Email

145. Defendant Tyler sent a three (3) page resignation email to all of Propel HR's internal email list on June 17, 2019.

146. According to the copy of Defendant Tyler's resignation email included in the Defendants' 1st mailing (Exhibit 5, pages 5-7 of 7), the email was sent at 9:11 A.M. on June 17, 2019.

147. On information and belief, Defendants intended that this email be sent at 9:11 A.M. to send a message to the Plaintiffs.

148. Tyler sent her resignation email over a month after Propel HR had terminated Defendant Roach on May 13, 2019.

149. In her resignation email, for example at Exhibit 5, p. 6 of 7, Defendant Tyler stated:

I feel like these past five months that I have been in a live version of the book/movie "The Help." We, the employees, are all ungrateful indentured servants to the Country Club executives, including "Two Slice Hilly!"

150. Almost immediately after Tyler's resignation email was received at the Propel HR offices, Defendant Roach went out of his way to make it known through a former employee that, by

some means of surveillance, he saw Plaintiff Yarborough's reaction to receipt of the June 17, 2019, 9:11 A.M., Tyler resignation email because he said he saw her leave her office and go down the hallway.

151. This information could only have been known by Defendant Roach having access to the recently installed in-office computer operated confidential video surveillance cameras at Propel HR, which was accessible by a smartphone app.

152. On information and belief, Defendant Roach encouraged and assisted Defendants Drye and Tyler in preparing and sending their resignation emails to Propel HR, knowing he intended to include them in the harassing mailings described herein (*See e.g.*, Exhibit 5, at pp. 3-4, and 5-7).

153. On information and belief, Defendant Roach orchestrated all of this as a part of his plan to "take down" Propel.

FEAR OF ROACH

154. Because of Defendant Roach and his repeated and continuous actions directed towards Plaintiffs even after Propel HR wrote him a letter in June asking him to stop and reported his actions to law enforcement, Plaintiff Yarborough has been in fear of Defendant, constantly anxious about what he might do to harm her, her family, Propel HR current or former employees, her neighbors, and / friends.

155. These actions by Defendant Roach have caused Plaintiff Yarborough to suffer through and continue to experience tremendous mental and emotional distress.

156. Because of Defendant Roach and his repeated and continuous actions intended to cause Plaintiff Yarborough fear and to intrude into her professional and private life for no legitimate reason other than to cause fear and anxiety, Plaintiff Yarborough has suffered and continue to experience tremendous mental and emotional distress, fear for her personal safety and that of her family, as well as her property.

157. Because of Defendant Roach and his actions as described here, Plaintiff Yarborough is constantly in fear of what else he will attempt to do to her, members of her family, and / or people she associates with or that work with Propel HR, up to and including a reasonable fear of serious bodily injury or death.

158. On information and belief, Defendant Roach intended and intends that Plaintiff Yarborough, her family, co-workers and others associated with the Plaintiffs to fear what he may do to them.

159. Defendant Roach obviously wants Plaintiffs and others to fear him, as he has threatened that he would have “to be killed” to stop coming after Plaintiff Yarborough and her family. The use of the image of the Grim Reaper in the 7th mailing heightened Plaintiff Yarboroughs’ fears that Defendant Roach would resort to “bodily harm,” to her and her family.

160. Because of Defendant Roach and his actions as described herein, Plaintiff Yarborough is not even comfortable to walk in or around her neighborhood, and she is always looking out for Roach, wherever she goes.

161. Because Defendant Roach knows where Plaintiff Yarborough resides and works and knows she and her husband have two daughters, Plaintiff Yarborough recently installed new security cameras at her house for fear of Defendant Roach, and not knowing his next move or if he was coming around.

162. Plaintiff Yarborough has also learned that in addition to the threats and actions described above, Defendant Roach has approached her neighbors, asking questions about her and attempting to speaking poorly of her and Propel HR, to the point that they had to ask him to stop.

163. Because of these events and circumstances caused by Defendant Roach, Plaintiff Yarborough is fearful that Roach may attempt to cause her, members of her family, and / or those that work in close connection with her serious bodily injury or even death.

164. Plaintiff Yarborough, her family and co-workers at Propel HR felt scared and threatened by the actions and threats of Defendant Roach at the time of his contract termination in May and June of 2019, and those fears have only gotten worse in view of the more recent continuation of his actions, events and circumstances as set forth above.

165. In the course of investigating these matters, Plaintiff Yarborough has discovered that certain company electronic records, including emails belonging to Propel HR and stored on Propel HR's private and confidential computer systems, have been deleted.

166. On information and belief, the Defendant Roach personally deleted this information, or caused or instructed it to be deleted.

167. As a result of these actions of the Defendants, made possible by unauthorized access to Propel HR's confidential data and protected computer systems, Propel HR has expended well in excess of \$15,000.00 investigating these matters, and continues to incur additional costs, including but not limited to out of pocket costs, lost revenues, and loss of employee time that could have been spent performing their normal job responsibilities.

168. As a result of the actions of the Defendants, Plaintiff Yarborough has personally incurred substantial out of pocket expenses to protect her home for fear of the Defendant Roach and what he may do next to harm her, or members of her family.

TYLER AGREEMENT AND BREACHES

169. On or about January 31, 2019, Defendant Angela Tyler entered into a Confidentiality and Non-Solicitation Agreement with Propel PEO, Inc. ("Tyler Agreement" attached here as **Exhibit 17**).

170. As noted above with reference to **Exhibit 1**, at pp. 5-7, on or about June 17, 2019, Defendant Tyler resigned her position with Propel HR.

171. On information and belief, Defendant Tyler had a job the next day at the same

company with Defendant Arron Drye.

172. On or about June 18, 2019, Plaintiff sent Defendant Tyler a letter (Exhibit 18) reminding her of the termination, and specifically advising about her ongoing confidentiality obligations under the Agreement, restrictions on her rights to solicit Propel HR employees and / or clients, as well as advising her of her duty to not use any trade secret information belonging to the Plaintiffs.

173. This letter (Exhibit 18) to Tyler also included a copy of the Tyler Agreement (Exhibit 17).

174. The Tyler Agreement (Exhibit 17) required Tyler to advise any new employers of the Tyler Agreement, and its provisions and restrictions, specifically at Section 9, which provides:

9. Prospective Employers. Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

175. The Tyler letter also specifically requested and attempted to coordinate her return of a lap top computer belonging to Propel HR.

176. Tyler has refused to return this computer to Propel HR.

177. On information and belief, information belonging to the Plaintiffs stored on this unreturned computer, including but not limited to client mailing addresses and related data, has been accessed and used by the Defendants to send the eight (8) defamatory mailings described herein (Exhibits 5-12).

DRYE AGREEMENT, AND BREACHES

178. On or about February 23, 2018, Defendant Arron Drye entered into a

Confidentiality and Non-Solicitation Agreement with Propel PEO, Inc. ("Drye Agreement" attached here as Exhibit 15).

179. On or about June 13, 2019, Plaintiff sent Drye a letter (attached here as Exhibit 16) reminding him of the termination, and specifically advising about his ongoing confidentiality obligations under the Agreement, restrictions on his rights to solicit Plaintiffs' employees and clients, as well as advising him of his duty to not use any trade secret information belonging to the Plaintiffs.

180. Since his departure from Propel, Plaintiffs received information showing Drye and Tyler were making direct solicitations to Propel clients in violation of their Agreement provisions.

181. These client solicitations constitute a violation of the Drye and Tyler Agreements, specifically at Section 6, which provides:

6. Non-Solicitation of Company Clients. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, for or on behalf of him/herself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert Company clients.

182. On information and belief, Drye also solicited Tyler to come to work for his new employer, as they now work for the same company, and were at this same new company when the illegal client solicitations, and mailings occurred.

183. Any employee solicitation by Drye and / or Tyler also constitutes a violation of their Agreements with the Plaintiffs, specifically at Section 5, which provides:

5. Non-Solicitation of Company Employees. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, solicit, divert, attempt to solicit or attempt to divert the employment of any Company employee.

184. Starting at least as early as June 13, 2019, Plaintiffs have put Defendants Tyler and Drye's employer on notice of many of the issues set forth in this lawsuit (Exhibit 16), including specifically violations of the non-solicitation and confidentiality provisions in their agreements with Propel (Exhibits 15, 17), as well as trade secret misappropriation. Plaintiffs also provided Drye's employer with a copy of his Confidentiality and Non-Solicitation Agreement (Exhibit 15).

185. On information and belief, Sean Roach, has remained in communication with Tyler and Drye, and has supported and encouraged their conduct in violation of their agreements with Plaintiffs.

DEFENDANTS' PARTNERSHIP TO DAMAGE PLAINTIFFS

186. On information and belief, Defendant Tyler knew that Defendant Roach was planning to send the eight mailings (Exhibits 5-12).

187. On information and belief, Defendant Drye knew that Defendant Roach was planning to send the eight mailings (Exhibits 5-12).

188. On information and belief, Defendant Roach directed and controlled, or had the ability to control, the above and herein described activities, actions, and conduct of the Defendants, and hoped and believed he was going to harm Plaintiffs, causing Propel to lose clients and business, and causing Plaintiff Yarborough to suffer tremendous emotional distress.

189. On information and belief, Defendants knew or expected that the actions described herein would harm Propel's business relationships and hoped would result in more business for Defendants Drye and Tyler.

DEFENDANTS' FALSE AND MISLEADING REPRESENTATIONS

190. Defendants false and misleading statements about the Plaintiffs are set forth in

Exhibits 5-12.

191. Many of the Plaintiffs' clients and neighbors of Plaintiff Yarborough advised of the above-identified 1st mailing (**Exhibit 5**), and have since expressed their frustration at the harassing and absurd nature of the mailings, which are plainly intended to embarrass, harass and defame the Plaintiffs, and their principals.

192. These notices to the Plaintiffs from recipients of the mailings, and people who heard about them, included stating that they were concerned for Plaintiff Yarborough and her family, and were very troubled by all of it.

193. Plaintiffs will suffer an immediate and further substantial loss in reputation, and also market share of clients as a direct result of the unauthorized use of their Registered Trademark in a false or misleading, or false and misleading manner, representing to the recipients that Plaintiffs are the source of the mailings.

194. Certain clients and friends and neighbors of the Plaintiffs have receive and will receive these defamatory mailings from one or more of the Defendants, and made possible by one or more of the Defendants access and use of the Plaintiffs' confidential, proprietary and trade secret information, and Plaintiff will likely have no way of knowing all persons and / or businesses that received these mailings.

195. Defendants did not have permission to use the Plaintiff's Registered Trademark.

196. Defendants use of the Plaintiff's Registered Trademark served no legitimate purpose, and constitutes illegal and defamatory speech.

197. Defendants' intent to harm Plaintiffs is obvious, as well as to take steps to cause Plaintiffs to lose longstanding and valuable client relationships.

198. Defendants' false or misleading information, or false and misleading information about the Plaintiffs put into the stream of commerce, has caused and / or will cause irreparable injury to Plaintiffs and will continue to both damage Plaintiffs and to deceive and potentially harm the public unless enjoined by this Court.

199. Plaintiffs have been and will be harmed by Defendants' false or misleading, or false and misleading, representations. Defendants' efforts have and will continue to mislead some clients and / or consumers into believing that the mailings were authorized by Plaintiffs.

200. Plaintiffs have been and will be harmed by Defendants' actions, including their use of the Plaintiffs' confidential, proprietary and trade secret information, which was illegally accessed and maintained by Defendants.

201. Plaintiffs have been and will continue to be harmed by Defendants' actions, including by the improper and false association of the Plaintiffs with the actions of the Defendants, including specifically related to the items placed in the U.S. Mail, and including the Plaintiff's Registered Trademark.

202. Defendants' efforts have harmed and will continue to harm Plaintiffs' extensive goodwill and unique brand, as Plaintiffs' clients and members of the community have come to recognize Plaintiffs for their leadership in the community and for their character and the high-quality services they provide.

203. Upon information and belief, Defendants were each specifically aware of their respective agreements with the Plaintiffs, as identified herein at Exhibits 2-3, 15 and 17, including their duties to maintain confidentiality of proprietary information, and non-solicitation of clients and employees of Propel HR.

FIRST CLAIM FOR RELIEF

(False Advertising, Lanham Act, 15 U.S.C. § 1125(a), All Defendants)

204. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

205. Defendants' conduct as described herein constitutes false or misleading, or false and misleading, descriptions or representations of fact that Defendants were authorized to send these mailings on behalf of the Plaintiffs.

206. Defendants' mailings, as described herein, were false and misleading in using Plaintiffs' Registered Trademark, PROPEL HR, and also in representing or purporting to represent that the Plaintiffs were the source of the mailings, or authorized the mailings.

207. Defendants' statements in the mailings have actually deceived or have the tendency to deceive a substantial segment of their audience as to the nature, quality, and characteristics of Propel HR and its services.

208. Defendants' false or misleading, or false and misleading, claims about Propel HR are material and likely have influenced and likely will continue to influence the decisions of existing clients, prospective clients, and other third-parties, as well as neighbors and friends of the Plaintiffs' principals and employees.

209. Defendants' false and misleading representations were and are made in interstate commerce.

210. On information and belief, Defendant Roach directed and controlled, or had the ability to control, the foregoing activities, actions, and conduct of Defendants presently at issue.

211. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and are continuing to suffer irreparable injury, including irreparable injury and damages, which include a loss of sales, profits, and customers, which Plaintiffs would have, but for the false or misleading, or false and misleading, representations by Defendants.

212. Pursuant to 15 U.S.C. § 1116, Plaintiffs are entitled to preliminary and permanent injunctive relief to Defendants' continuing acts of misuse of the Propel HR name and registered trademark.

213. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to recover all damages sustained by Defendants' actions, an accounting for profits realized by Defendants through their false or misleading, or false and misleading, or advertising, including specifically but not limited to the "mailings" (**Exhibits 5-12**), and the costs of this action.

214. Defendants' actions have been willful and deliberate, entitling Plaintiffs to recover treble damages and/or profits.

215. In addition, as this is an exceptional case pursuant to 15 U.S.C. § 1117(a), Plaintiffs are entitled to an award of reasonable attorneys' fees.

SECOND CLAIM FOR RELIEF

(Contributory False Advertising, Lanham Act, 15 U.S.C. § 1125(a), All Defendants)

216. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

217. Upon information and belief, Defendants are knowingly inducing or causing, and / or materially participating in, the false or misleading, or false and misleading, advertising and promotion of their competing services.

218. Upon information and belief, Defendants knew and/or intended to participate in the false advertising of the nature and quality of the Plaintiffs' services, and such conduct has damaged and will continue to damage Plaintiffs in the HR and PEO industries.

219. Such false or misleading, or false and misleading, statements about the Plaintiffs and their principals in these industries have actually deceived or have the tendency to deceive a substantial segment of their targeted audience as to the nature, quality, and characteristics of

Plaintiffs and Plaintiffs services.

220. These false and misleading statements about Plaintiffs were intended by Defendants to harm Plaintiffs.

221. These false or misleading representations were and are made in interstate commerce.

222. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered damages, which include a loss of sales, profits and customers, which Plaintiffs would have made, but for the false and deceptive representations by Defendants.

223. Defendants' actions as alleged herein have caused, are causing, and will continue to cause irreparable and inherently unquantifiable injury and harm to Plaintiffs' business, reputation, and goodwill, unless Defendants' unlawful conduct is enjoined by this Court.

224. Pursuant to 15 U.S.C. § 1116, Plaintiffs are entitled to preliminary and permanent injunctive relief to Defendants' continuing acts.

225. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to recover all damages sustained by Defendants' actions, an accounting for profits realized by Defendants, and the costs of this action.

226. Defendants' actions have been willful and deliberate, entitling Plaintiffs to recover treble damages and/or profits. In addition, as this is an exceptional case pursuant to 15 U.S.C. § 1117(a), Plaintiffs are entitled to an award of reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF
(Common Law Unfair Competition, All Defendants)

227. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

228. Defendants have made false or misleading, or false and misleading, statements to the marketplace, public and actual or potential customers regarding the Plaintiffs and their

professional services with the intent of deceiving and misleading the public as to the quality and nature of the Plaintiffs' character and services.

229. Upon information and belief, Defendants have intentionally misappropriated Plaintiffs' intellectual property including, but not limited to Plaintiffs' know-how in contacting and selling services in the HR and PEO industries, which Plaintiffs have invested substantial time, effort, and money in creating and refining, in order to damage and unfairly compete with Plaintiffs.

230. Upon information and belief, Defendants have intentionally misappropriated Plaintiffs' confidential data and customer information, which Plaintiffs have invested substantial time, effort and money in creating, in order to damage and unfairly compete with Plaintiffs.

231. Upon information and belief, the aforesaid acts have enabled Defendants to misappropriate the labors and expenditures of Plaintiffs in researching and developing their methods of identifying and selling services to new clients, and to existing customers.

232. Upon information and belief, Defendants have misappropriated Plaintiffs' intellectual property at little or no cost, and Defendants are benefiting from the misappropriated intellectual property because they have saved the time and expense of independently developing this information, which aids Defendants in the competing with the Plaintiffs and in their efforts to damage to the Plaintiffs to their benefit.

233. Defendants have not licensed or compensated Plaintiffs for any of Plaintiffs' misappropriated intellectual property.

234. Upon information and belief, Plaintiffs have suffered damages including the loss of clients and customers, or potential clients and customers, who have received the false communications from the Defendants. Additionally, the aforesaid acts are likely to continue to cause injury to Plaintiffs' sales, business reputation, and result in Defendants continuing to unfairly competing with Plaintiffs.

235. The conduct of Defendants described above is intended to disrupt the economic relationships between Plaintiffs and their clients and customers.

236. As a proximate result of Defendants' intentional misconduct, Plaintiffs have suffered damages in an amount to be proven at trial.

237. The conduct of Defendants in interfering with Plaintiffs' economic relationships was intentional, willful and calculated to cause damages to Plaintiffs' lawful business. The conduct of Defendants was perpetrated with actual malice and ill will toward Plaintiffs, and with the intentional and improper purpose of causing damage. There was no justifiable cause for Defendants' actions other than to damage the Plaintiffs and divert revenue, and as a result, an award of punitive damages is warranted.

FOURTH CLAIM FOR RELIEF

(Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*, All Defendants)

238. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

239. Propel HR maintains computers and uses these protected computers in interstate commerce. Propel HR's computer network, includes, but is not limited to, all its electronically operated devices connected to the Internet, its e-mail accounts, webpages, on which it stores privileged, confidential, and proprietary information pertaining to Propel HR's business operations and its customers.

240. Propel HR limits access to its computer system by assigning e-mails, usernames, and passwords to all Propel HR authorized users.

241. As set forth herein, Defendants accessed and made unauthorized use of the Plaintiffs' computers, and continued to do so after their respective terminations and / or resignations with the Plaintiff Propel HR, occurring on May 13, 2019 (Roach), on or

about June 7, 2019 (Drye), and on or about June 17, 2019 (Tyler).

242. Defendants knew that as of the dates of their terminations, they were prohibited from accessing any information stored in any way on the Plaintiffs' computer systems.

243. The computer assigned / provided by Propel HR to Defendant Tyler was at all relevant times used in or affecting interstate or foreign commerce or communication and is therefore a "protected computer" under the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(e)(2)(B).

244. Because of the nature of Propel HR's business, as described hereinabove, its computers, including their computerized security systems and cameras, are "protected computers" within the meaning of 18 U.S.C. § 1030(e)(2)(B), as they are used in and / or affect interstate and foreign commerce, in a manner that affects interstate or foreign commerce.

245. On information and belief, Defendants, individually and / or collectively, with the knowledge and / or approval of each other, intentionally, without authorization and consent, obtained and accessed a Propel HR computer without consent or authorization from Plaintiffs.

246. Defendants have, individually and / or collectively, with the knowledge and / or approval of each other, obtained proprietary and confidential information from Propel HR's protected computer system, including, but not limited to, confidential customer lists and data.

247. By their actions, Defendants have, individually and / or collectively, with the knowledge and/or approval of each other, and as agents for their respective partnership / enterprise / conspiracy, intentionally and without authorization accessed a computer, e-

mail account, and / or computer network, and have thereby obtained information from a protected computer in violation of 18 U.S.C. § 1030(a)(2)(C).

248. By their actions, Defendants, individually and / or collectively, with the knowledge and / or approval of each other, have caused Plaintiffs to incur losses, including but not limited to, responding to Defendants' offenses, conducting damage assessments, guarding against future intrusions, incurring attorney's fees and costs in responding to and protecting against future intrusions, and incurring costs and expenses related to the use of the Plaintiff's confidential information to accomplish the eight mailings (Exhibits 5-12), including the costs and expenses associated with this lawsuit.

249. As a result of these actions of the Defendants, Plaintiffs have suffered losses in excess of \$5,000.00 in aggregate value as a result of Defendants' course of conduct.

250. As a result of Defendants' individual and collective actions in violation of the CFAA, Plaintiffs are individually and collectively entitled to recover economic damages, which include, but are not limited to, lost income, lost goodwill, damage to reputation, and impairment of value to their reputations in amounts to be proven at trial, as well as injunctive relief because Plaintiffs have and will continue to suffer irreparable harm and loss as a result of Defendants' unlawful conduct, and any other equitable relief that the Court deems just and proper under 18 U.S.C. § 1030(g).

FIFTH CLAIM FOR RELIEF

(Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.*, All Defendants)

251. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

252. Plaintiffs' processes, financial data, and customer information, as

applicable, constitute trade secrets under 18 U.S.C. § 1839(3).

253. Plaintiffs have taken various steps to protect their trade secrets, including: (1) using network firewalls, password protection(s), and security credentials to prevent unauthorized access to Plaintiffs' servers, (2) limiting employees' access to information to that which is necessary to fulfill their job functions, (3) revoking employee authorization when they leave employment with Plaintiffs, (4) controlling physical access to Plaintiffs' offices and information, and (5) requiring employees with access to such information to execute non-disclosure, non-solicitation, and / or non-competition agreements.

254. Upon information and belief, Defendants have acquired, disclosed, and / or used certain of Plaintiffs' trade secrets, and are using Plaintiffs' trade secrets to harm Plaintiffs and / or to compete against Plaintiffs, and to capitalize on Plaintiffs' investment of time, resources and goodwill.

255. The information and / or documents Defendants' misappropriated constitute trade secrets under the Defend Trade Secrets Act of 2016 ("DTSA") because they derived independent 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 because Plaintiffs took reasonable and practical measures to maintain the secrecy and confidentiality of its trade secrets and confidential information.

256. Upon information and belief, Defendants knew or should have known that the trade secrets were acquired by improper means.

257. Plaintiffs did not expressly or impliedly consent to Defendants' acquisition, disclosure, or use of their trade secrets.

258. Upon information and belief, Defendants have misappropriated Plaintiffs' trade secrets.

259. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets was willful and malicious.

260. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets is causing and will continue to cause Plaintiffs to suffer irreparable harm, for which they have no adequate remedy at law, and has damaged Plaintiffs in an amount to be determined at trial, but in any event, in excess of \$75,000.

261. As a result of these actions by Defendants, Plaintiffs are entitled to injunctive relief, actual damages, damages for unjust enrichment, a reasonable royalty and / or commission, exemplary damages, and reasonable attorneys' fees.

SIXTH CLAIM FOR RELIEF
(Breach of Contract - Tyler Agreement, Tyler)

262. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

263. Propel and Tyler executed the Tyler Agreement (Exhibit 17).

264. Upon information and belief, Tyler breached the Tyler Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Drye, including but not limited to by knowingly soliciting specific Propel HR clients, using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

265. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

SEVENTH CLAIM FOR RELIEF
(Breach of Contract – Drye Agreement, Drye)

266. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

267. Propel and Drye executed the Drye Agreement (Exhibit 15).

268. Drye breached the Drye Agreement by, *inter alia*, knowingly soliciting specific Propel HR clients.

269. On information and belief, Drye breached the Drye Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly soliciting specific Propel HR clients., using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

270. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

EIGHTH CLAIM FOR RELIEF

(Breach of Contract - Roach Agreements – Roach and Idea Catapult)

271. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

272. Propel HR and Defendant Roach and / or Defendant Idea Catapult executed the Roach Agreements (Exhibits 2-3).

273. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements, as set forth herein, by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly using Propel HR confidential information and customer lists.

274. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements

by, *inter alia*, misusing the intellectual property of Propel HR, including but not limited to by knowingly using the Propel HR registered trademark without authorization, and in bad-faith.

275. On information and belief, Roach breached the Roach Agreements by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, taken from one or more of Plaintiffs' protected computers.

276. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

NINTH CLAIM FOR RELIEF

(Tortious Interference with Contract - Tyler Agreement, Roach and Drye)

277. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

278. Propel and Tyler executed the Tyler Agreement (Exhibit 17).

279. Upon information and belief, Tyler breached the Tyler Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Drye, including but not limited to by knowingly soliciting specific Propel HR clients, using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

280. On information and belief, Defendants Roach and / or Drye knowingly, intentionally, unjustifiably, and in bad faith induced Tyler to breach the Tyler Agreement by requesting, encouraging, or otherwise inducing her to disclose or use Plaintiffs' confidential, proprietary, or trade secret information and to combine with Roach and Drye, and / or others, to compete against Plaintiffs, and to harm Plaintiffs.

281. As a direct and proximate result of Defendants' misconduct, Plaintiffs have

been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

TENTH CLAIM FOR RELIEF

(Tortious Interference with Contract – Drye Agreement, Roach and Tyler)

282. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

283. Propel and Drye executed the Drye Agreement (**Exhibit 15**).

284. Drye breached the Drye Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly soliciting specific Propel HR clients.

285. On information and belief, Drye breached the Drye Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly soliciting specific Propel HR clients., using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

286. On information and belief, Defendants Roach and / or Tyler knowingly, intentionally, unjustifiably, and in bad faith induced Drye to breach the Drye Agreement by requesting, encouraging, or otherwise inducing him to disclose or use Plaintiffs' confidential, proprietary, or trade secret information and to combine with Roach and Tyler, and / or others, to compete against Plaintiffs, and to harm Plaintiffs.

287. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

ELEVENTH CLAIM FOR RELIEF

(Tortious Interference with Contract - Roach Agreements – Tyler and Drye)

288. Plaintiffs repeat and re-allege each and every allegation contained in the

preceding paragraphs of this Complaint, and incorporates them herein by reference.

289. Propel HR and Defendant Roach and / or Defendant Idea Catapult executed the Roach Agreements (Exhibits 2-3).

290. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Drye and Tyler, including but not limited to by knowingly using Propel HR confidential information and customer lists.

291. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements by, *inter alia*, misusing the intellectual property of Propel HR, including but not limited to by knowingly using the Propel HR registered trademark without authorization, and in bad-faith.

292. On information and belief, Roach breached the Roach Agreements by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, taken from one or more of Plaintiffs' protected computers.

293. On information and belief, Defendants Drye and / or Tyler knowingly, intentionally, unjustifiably, and in bad faith induced and / or participated with Roach to cause him to breach the Roach Agreements, as set forth herein, including but not limited to by requesting, encouraging, or otherwise inducing him to disclose or use Plaintiffs' confidential, proprietary, or trade secret information and to combine with Drye and Tyler, and / or others, to compete against Plaintiffs, and to harm Plaintiffs.

294. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

TWELFTH CLAIM FOR RELIEF

(S.C. Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq.*, all Defendants)

295. Plaintiffs repeat and re-allege each and every allegation contained in the preceding

paragraphs of this Complaint, and incorporates them herein by reference.

296. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

297. Plaintiffs' processes, financial data, and customer information, as applicable, constitute trade secrets under S.C. Code Ann. § 39-8-10(5).

298. Plaintiffs have taken various steps to protect their trade secrets, including: (1) using network firewalls, password protection, and security credentials to prevent unauthorized access to Plaintiffs' servers, (2) limiting employees' access to information to that which is necessary to fulfill their job functions, (3) revoking employee authorization when they leave employment with Plaintiffs, (4) controlling physical access to Plaintiffs' offices and information, and (5) requiring employees with access to such information to execute non-disclosure, non-solicitation, and / or non-competition agreements.

299. Upon information and belief, Defendants have acquired, disclosed, and / or used certain of Plaintiffs' trade secrets.

300. Upon information and belief, Defendants knew or should have known that the trade secrets were acquired by improper means.

301. Plaintiffs did not expressly or impliedly consent to Defendants' acquisition, disclosure, or use of their trade secrets.

302. Upon information and belief, Defendants have misappropriated Plaintiffs' trade secrets.

303. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets was willful, wanton, or in reckless disregard of Plaintiffs' rights.

304. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets is causing and will continue to cause Plaintiffs to suffer irreparable harm, for which they

have no adequate remedy at law, and has damaged Plaintiffs in an amount to be determined at trial, but in any event, in excess of \$75,000.

305. By reason of the foregoing, Plaintiffs are entitled to injunctive relief, actual damages, damages for unjust enrichment, a reasonable royalty, exemplary damages, and their reasonable attorneys' fees.

THIRTEENTH CLAIM FOR RELIEF

(S.C. Unfair Trade Practice Act, S.C. Code Ann. § 39-5-10, *et seq.*, all Defendants)

306. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

307. Upon information and belief, Defendants committed an unfair or deceptive act or practice by, including but not limited to acquiring, disclosing, or using Plaintiffs' confidential, proprietary, or trade secret information in violation of their respective agreements and applicable law.

308. Defendants' conduct has had a direct and specific adverse impact on the public interest. Specifically, upon information and belief, Defendants have deceptively combined with each other, and / or others, to compete against Plaintiffs, and / or worked with Defendants to sell competing services or to attempt to sell or promote their competing services by making false statements about the Plaintiffs, and by misusing the Plaintiffs' names and / or tradenames.

309. Defendants' conduct violates the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.*, because Defendants' conduct includes "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

310. Additionally, Defendants' marketing and promoting of their competing services developed through the unlawful use of Plaintiffs' confidential, proprietary, and trade secret information are deceptive to the public and have the potential for repetition.

311. Defendants' conduct was in or affecting commerce, including their use of the U.S.

mail systems.

312. Defendants' conduct has had an adverse impact on the public interest.

313. Defendants knew or should have known that their conduct was a violation of the South Carolina Unfair Trade Practices Act, and therefore they willfully and knowingly violated the South Carolina Unfair Trade Practices Act and continue to do so.

314. Defendants' unfair or deceptive act or practice proximately caused damage to Plaintiffs in an amount to be determined at trial, but in any event, in excess of \$75,000.

315. By reason of the foregoing, Plaintiffs are entitled to recover from Defendants compensatory damages, their reasonable attorneys' fees, and, at their election, treble or punitive damages.

FOURTEENTH CLAIM FOR RELIEF

(S.C. Homeland Security Act, S.C. Code Ann. § 17-30-10 *et seq.*, all Defendants)

316. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

317. On information and belief, Defendants, without consent or authorization, individually and / or collectively, with the knowledge and / or approval of each other, as a part of their mutual enterprise, intentionally intercepted, endeavored to intercept, and / or procured another person to intercept or endeavor to intercept Plaintiffs' wire and / or electronic communication(s), as further described hereinabove in violation of South Carolina Code of Laws Ann. § 17-30-10 *et seq.*, a/k/a the S.C. Homeland Security Act.

318. As a result of Defendants' individual and / or collective violations of South Carolina Code of Laws Ann. § 17-30-10 *et seq.*, Plaintiffs have individually and collectively suffered damages, as set forth herein above.

319. As a result of Defendants' individual and / or collective violations of the S.C. Homeland Security Act, Plaintiffs, individually and / or collectively, are entitled to recover damages

for any loss to Plaintiffs, collectively and / or individually, suffered, statutory damages as provided under the S.C. Homeland Security Act in amounts to be proven at trial, punitive damages, and attorney's fees and other litigation costs.

FIFTEENTH CLAIM FOR RELIEF
(Invasion of Privacy, all Defendants)

320. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

321. Plaintiff Yarborough has a right of privacy, including the right to be left alone, not harassed, and / or to be free from unwanted publicity.

322. Plaintiff Yarborough further had a reasonable expectation of her private affairs, including in her secure workplace, and in her neighborhood and communities, specifically to include her local community and her professional work community.

323. Defendant Roach, by virtue of his outrageous conduct as identified and set forth herein, including but not limited to directing, coordinating and causing the eight mailings (Exhibits 5-12) to be mailed and / or delivered into practically every aspect of Plaintiff Yarborough's life, has caused an unwanted appropriation of Plaintiff Yarborough's private affairs, with no legitimate purpose.

324. On information and belief, Defendants Tyler and Drye knew of the planned actions of Defendant Roach, and encouraged, facilitated, participated, aided, abetted, and / or failed to stop him from continuing in his outrageous conduct towards Plaintiff Yarborough, her company, and her friends and family.

325. The distress caused to Plaintiff Yarborough and her family is beyond anything that any reasonable person or ordinary sensibilities could be expected to endure.

326. Defendants did not have permission, or any privilege, to use Plaintiff

Yarborough's name or likeness.

327. As a result of these actions by the Defendants, Plaintiff Yarborough has suffered tremendous emotional distress, mental suffering, mental distress, and unwanted publicity.

328. As a result of these actions by the Defendants, Plaintiff Yarborough is entitled to recover her damages caused by Defendants, including punitive damages.

SIXTEENTH CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress, all Defendants)

329. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

330. Defendant Roach, as set forth herein, has intentionally, willfully and recklessly directed, caused, and / or coordinated a continuous pattern of outrageous conduct directed at Plaintiff Yarborough, that no reasonable person could be expected to endure.

331. On information and belief, Defendants Tyler and Drye knew of the planned actions of Defendant Roach, and encouraged, facilitated, participated, aided, abetted, and / or failed to stop him from continuing in his outrageous conduct towards Plaintiff Yarborough and her family.

332. Defendants' conduct directed toward Plaintiff Yarborough has caused Plaintiff to fear almost every aspect of her daily life, and has shocked the community with its extreme, absurd and malicious nature.

333. Defendants, on information and belief, intended that this course of conduct would cause Plaintiff Yarborough to suffer emotional distress.

334. Defendants' conduct was so extreme and outrageous, it exceeded all bounds of common decency, and is regarded as utterly atrocious in the community.

335. The distress caused to Plaintiff Yarborough and her family is beyond anything

that any reasonable person or ordinary sensibilities could be expected to endure.

336. As a result of these actions by the Defendants, Plaintiff Yarborough has suffered tremendous emotional distress.

337. As a result of these actions by the Defendants, Plaintiff Yarborough is entitled to recover her damages caused by this conduct of the Defendants, including punitive damages.

SEVENTEENTH CLAIM FOR RELIEF
(Defamation, Libel *Per Se*, all Defendants)

338. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

339. Defendant Roach directed numerous false communications regarding the Plaintiff Yarborough, into her community and her life, including but not limited to as shown in **Exhibits 5-12.**

340. On information and belief, Defendants Drye and Tyler were knowledgeable of these plans by Roach and acquiesced, facilitated, participated in, encouraged, aided, abetted, and / or failed to stop him.

341. Defendants' conduct towards the Plaintiff was intentional and malicious.

342. None of the Defendants were authorized or privileged to make false statements about the Plaintiff Yarborough.

343. The false statements about the Plaintiff Yarborough by the Defendants include accusations of morally impure, socially distasteful, and illegal behavior.

344. These communications put into the stream of commerce and directed right into the Plaintiff Yarborough's private residence and neighborhood have caused her to suffer special damages.

345. Plaintiff Yarborough's general damages are presumed.

346. As a result of these actions by Defendants, Plaintiff Yarborough's good name in the community has been damaged, and she is entitled to recover for her special damages, including for the severe, extensive and irreparable damage to her reputation, including tremendous personal stress and mental suffering, as well as economic damages, including, but not limited to, actual, general, and special damages, .

347. Plaintiff Yarborough has suffered damages to include severe emotional distress, lost sleep, loss of weight, anxiety, fear, unknown and incurable damage to her good reputation, and has been required to incur special damages in the form of attorneys' fees, and costs of this action, due to the acts of the Defendants, as well as other damages, including but not limited to expenses to investigate and determine the extent of damage to her reputation caused by Defendants.

348. Due to the nature of the statements and the reckless manner in which they were made and disseminated by Defendants, Plaintiff Yarborough is also entitled to an award of punitive damages.

EIGHTEENTH CLAIM FOR RELIEF
(Civil Conspiracy, all Defendants)

349. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

350. Defendants combined together for the purpose of harming Plaintiffs.

351. Defendants' conduct, as described herein, has caused the Plaintiff to suffer special damages.

352. Plaintiffs are also entitled to an award of punitive damages for the Defendants' conspiracy to harm them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that:

- A. the Court award Plaintiffs compensatory damages against Defendants in an amount to be determined at trial, but in any event, more than \$75,000;
- B. The Court award Plaintiffs exemplary and / or punitive damages for Defendants' willful, malicious, wanton, or reckless conduct;
- C. the Court enter a preliminary and permanent injunction permanently enjoining Defendants and all others acting in privity or in concert with them from misusing the Plaintiff's Trademarks in any way;
- D. the Court award Plaintiffs their reasonable attorneys' fees incurred in bringing this action to the full extent permitted by law;
- E. the Court enter an order disgorging Defendants' profits from its unlawful acts and accounting of such profit;
- F. Plaintiffs have a trial by jury on all claims trial-able to a jury by law;
- G. the Court tax the cost of this action against Defendants;
- H. the Court enter an injunction to prevent the actual and threatened continuing misappropriation of Plaintiffs' trade secrets;
- I. the Court enter an order requiring Defendants to take immediate steps to protect and preserve Plaintiffs' trade secrets, including but not limited to immediately returning all computers and / or confidential information belonging to the Plaintiffs;
- J. the Court award Plaintiffs a judgment for damages equal to Plaintiffs' actual loss caused by Defendants' misappropriations and / or judgment for damages in the amount Defendants have been unjustly enriched by their misappropriations; and
- K. the Court grant such other and further relief to Plaintiffs as the Court deems just and proper.

Respectfully submitted,

WESLEY D. FEW, LLC

/s/Wesley D. Few /

Wesley D. Few, S.C. Fed. Id. No. 07371

P.O. Box 9398

Greenville, SC 29604

Tel: (864) 527-5906 | wes@wesleyfew.com

*Counsel for Plaintiffs Propel PEO, Inc., and
Propel HR, Inc., and Lee C. Yarborough*

December 20, 2019
Greenville, South Carolina

Table of Exhibits⁶

- Exhibit 1** - October 7, 2018, Greenville News advertisement promoting Roach's services, entitled "IT WASN'T A SHARK THAT KILLED HER! It was much worse ...";
- Exhibit 2** - October 29, 2018, Roach Confidentiality and Non-Disclosure Agreement;
- Exhibit 3** - November 1, 2018, Independent Contractor Agreement;
- Exhibit 4** - June 18, 2019, "cease-and-desist," letter sent to Defendant Roach;
- Exhibit 5** - October 31, 2019,⁶ "The Help" letter / "1st mailing," originating from fictitious address in Jackson, Mississippi;
- Exhibit 6** - October 31, 2019, "The Help" postcard / "2nd mailing," originating from fictitious address in Jackson, Mississippi;
- Exhibit 7** - November 4, 2019, "The Jerk" postcard / "3rd mailing;"
- Exhibit 8** - November 11, 2019, "The Invitation" postcard / "4th mailing;"

⁶ The dates set forth above for **Exhibits 5-12** are approximated based on first date of notice to Plaintiff.

Exhibit 9 - November 12, 2019, "The Party" postcard / "5th mailing;"

Exhibit 10 - November 18, 2019, "Adult Entertainment" postcard / "6th mailing;"

Exhibit 11 - November 22, 2019, "Thanksgiving Card" / "7th mailing;"

Exhibit 12 - December 2, 2019, "EIN Card" postcard / "8th mailing;"

Exhibit 13 - December 2, 2019, Defendant Roach's Twitter Profile, identifying Idea Catapult, showing 12,500 followers; including Dec. 2, 2019, #BeAfraid surveillance re-tweet;

Exhibit 14 - November 27, 2019, Letter from The Furman Co. (data breach concern);

Exhibit 15 - February 23, 2018, Confidentiality and Non-Solicitation Agreement (Drye);

Exhibit 16 - June 13, 2019, "cease-and-desist," letter sent to Arron Drye;

Exhibit 17 - January 31, 2019, Confidentiality and Non-Solicitation Agreement (Tyler);

Exhibit 18 - June 18, 2019, "cease-and-desist," letter sent to Angela Tyler.

Exhibit 1

IT WASN'T A SHARK THAT KILLED HER!

It was much worse...

Personal Profile

Greenville is a new home, but it didn't happen by chance. Sean and his young son, Reagan are new to the Greenville / Spartanburg area. Pia, Sean's young wife and mother to Reagan, passed from ALS on December 20, 2016, after a 2-year fight. It was 2014, and their life was soaring. Sean was speaking all over the world, coming off his 2009 Best Selling Business book that is endorsed by Steve Jobs of Apple, President Barack Obama, and Sir Richard Branson, to name a few. Sean was involved in many charities, giving his time and money. He was consulting and selling for many brand name companies all over the world. They had a Happy Healthy Family, and then in February 2015 they got the final news from the doctor no one wants to hear.

Pia will die from ALS in 2-5 years. Pia didn't believe the doctors and thought she had Lyme. Sean thought for sure, he is a resilient, lifelong entrepreneur that he could



Reagan & Sean

plow through this and they would be fine. That is not what happened. His life and his business slowly started to fall apart. Sean stated: "We tried everything and spent all our savings to try and save Pia. I am still digging out from over \$162,000 in medical bills that insurance would not cover and credit card debt for the wild and weird things that maybe, just maybe would save her."

After Pia passed, Sean had a new realization with his son, who is now very worried he would also lose Sean on one of his speaking trips. As a board member of Big Brothers Big Sisters (BBBS) for over ten years in San Diego, Sean had interacted with single parents many times. "I had no idea what a tough job it really can be as a single parent. You don't get a break and managing a work/life balance can be stressful."

In addition to all of this, although Sean knew Reagan was Dyslexic, just like Sean is, Reagan's school needed proof.

They decided to fly out to Greenville in December 2017 to be tested by the same person who tested Sean ten years earlier for Dyslexia, Gloria Marcus.

With this proof, knowing the social stigmas, Sean dealt with as a kid and knowing South Carolina is a leading state for kids with learning differences, Sean and Reagan made the move over 3,000 miles this past summer to make Greenville their New Home. Sean stated, "I just knew I didn't have it in me to keep running my own business, traveling and speaking, have all the risk of things either working or failing and have the sound mind to make sure priority one, my son was being taken care of."

This is where YOU come in!

Sean is wanting, and needing, to make a work change by working for and with a company, a business, or a team here in the Greenville / Spartanburg area. Keeping Sean close to home and also now being able to use his unique way of thinking, that Jeff Bezos of Amazon once called a "Think Engine" for others.

Sean said: "I don't have a resume because I have worked for myself my entire adult life."

This article is my resume. Sean is also severely Dyslexic. As Sean jokingly put it "I am brilliant in many things and yet in school growing up sometimes people thought I was a 'short-bus rider / window-licker' in other things I did" Sean went on to say, "I see things most people don't or can't see and its just natural for me."

Sean is proud of his 'Out of the box thinking,' and it has served him well as an entrepreneur, but its time to make that skill work for others. Sean stated he also has the rare talent to not only speak but also sell from the stage. Sean said, "I guess you could call me a 'Pitch Man' as I have been selling my whole life and also have the gift to hold an audiences attention with a great speech."



Just a random great white shark

The successful company, business, or team to have Sean work for you can expect this from him on Day One:

- Insightful, Intuitive, and out of the box Thinking
 - Selling and the ability to sell "one-to-one" or "one-to-many"
 - A talented public speaker and trainer
 - Someone who believes in Observing before taking Action
 - Perceiving problems and developing answers
 - Loyal and fun
 - Someone who will confront weaknesses to grow
 - Providing you unique solutions that lead to increased profit, exposure and efficiency
- To get in touch with Sean call 864-447-5445 or email IdeaCatapult@me.com

Widowed Dad Wants To Work For You:

Sean is new to the Greenville/Spartanburg area. He has been an Entrepreneur his whole life, even having "Entrepreneur Day" named in his honor by the Mayor of Las Vegas and Governor of Nevada, but now Sean wants to settle down and work for a company while he and his young son start a new life after losing his wife to ALS.

If you would like to speak with Sean to work for your company or business please contact him at: 864-447-5445 or email IdeaCatapult@me.com

Exhibit 2

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement"), effective as of the date of the last signature in the signature block ("Effective Date"), is entered into by and between Propel PEO, Inc. and its affiliates and related entities (collectively, "Propel") and John Catapult ("Company").

The parties are engaging in a business opportunity of mutual interest and in connection with such relationship, it will be necessary for Propel to give and Company to receive confidential and proprietary business information relating to this matter. This Agreement is being entered into by the Parties to memorialize their agreement and understanding regarding the confidential and proprietary nature of the information that may be disclosed by Propel to Company. In consideration of the disclosure of such information by the parties and the mutual covenants and promises set forth below, the parties hereby agree as follows:

1. Confidential Information. Information disclosed by Propel to Company, which may include proprietary technical and business data, financial information, business expertise, ideas, designs, software functions, hardware materials, software and firmware computer programs, client names and information, prospective or former client names and information, pricing information, product information, pricing formulas, sales materials, trademarks, copyrights, reports and other industry information and other confidential information, shall be deemed "Confidential Information", and is either designated as confidential by Propel at the time such disclosure is made, or is disclosed in circumstances of confidence or would otherwise be understood by Company, exercising reasonable judgement, to be confidential. Information shall not be Confidential Information if such:

- (a) is or becomes publicly known through no fault of the Company;
- (b) is disclosed to the Company by a third party who has a lawful right to disclose the information;
- (c) is already known by the Company before receipt hereunder, as shown by its prior written records; or
- (d) is independently developed by or for the Company without use of the Propel's information.

2. Confidentiality Obligations. Confidential Information is made available to the Company solely for the purpose stated herein. The Company shall not use, disclose, disseminate or distribute to any third party any Confidential Information of Propel without the prior written consent of Propel.

3. Duty of Care. The Company shall use the same degree of care with respect to its obligations under this Agreement as the Company employs with its own information and products of a similar nature. The Company warrants that access to Confidential Information will be limited to those of its employees who have a need to know as necessary to carry out the purpose and that all such employees who will have access to the Confidential Information disclosed hereunder are subject to obligations no less restrictive than this Agreement.

4. Required Disclosures. Notwithstanding anything to the contrary herein, the Company may disclose or produce any Confidential Information of Propel if and to the extent required by any court order or governmental action, provided that the Company gives Propel reasonable advance written notice of the same.

5. Disclosure Period, Termination and Continuing Obligations. The disclosure period between the parties under this Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date. This Agreement shall be renewable between the parties upon mutual written agreement. The Agreement may be terminated by either party by giving thirty (30) days prior written

notice. Termination of this Agreement shall not relieve either party of the confidentiality and all other obligations of this Agreement, which shall remain in effect for five (5) years from the Effective Date.

6. Return of Confidential Information. At the written request of Propel, the Company shall promptly return to Propel, or, at Propel's sole option, destroy all Confidential Information of Propel in the Company's possession or control, and will certify in writing to Propel that the Company has returned or destroy all such items. After such request, the Company will make no further use of the Confidential Information of Propel.

7. No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder.

8. No Warranty. All Confidential Information is made available under this Agreement "AS IS", with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

9. Non-Assignable. This Agreement is personal in nature and shall not be assigned by either party without the prior written consent of the other party.

10. Choice of Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law rules.

11. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of any rights or remedies such party may have hereunder.

12. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings between the parties relating to such subject matter. If any provision in this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement may not be modified or amended except by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Propel PFX, Inc.

By: [Signature]

Its: Purs.

Effective 10-24-18

By: [Signature]

Its: CEO

Exhibit 3

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and effective as of the 1st day of November, 2018 ("Effective Date"), by and among Propel PEO, Inc., located at 669 N. Academy St., Greenville, SC 29601 and its affiliates and related entities ("Propel"), Sean Roach individually ("Sean") and Idea Catapult, LLC, located at 2210 S. Roop Street, Carson City, Nevada 89701 ("Idea Catapult") ("Sean" and "Idea Catapult" collectively, "Contractor").

WHEREAS, Propel is licensed in the State of South Carolina to provide professional employer organization (PEO) services to its clients. In addition, Propel provides administrative service organization (ASO) services, payroll only services, and human resources services to its clients;

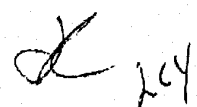
WHEREAS, Contractor has previous experience in sales and marketing as well as experience in general business operations and strategic business planning and direction;

WHEREAS, Contractor and Propel have executed that certain Confidentiality and Non-Disclosure Agreement dated October 29, 2018 ("Confidentiality Agreement") in connection with their relationship and such Confidentiality Agreement is in full force and effect;

WHEREAS, Contractor and Propel desires to enter into an independent contractor relationship whereby Contractor would provide strategic sales and related services to Propel as further set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, the mutual covenants, conditions, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Propel and Contractor agree as follows:

1. Recitals. The above recitals are hereby incorporated into and become a part of the body of this Agreement.
2. Independent Contractor Services. Contractor shall provide strategic sales and business direction and advice and work with Propel to increase sales and improve the overall sales process, structure and function.
3. Payment for Services. Contractor and Propel agree that Contractor shall be paid by Propel an amount equal to Nine Thousand Dollars (\$9,000) per month during the term of this Agreement. The parties also agree that Contractor shall receive commissions on sales as further outlined in Section 4 below. The parties acknowledge, understand and agree that this payment reflects approximately forty (40) hours per week of work done by Contractor.
4. Commissions. For every new client that contracts with Propel from March 1, 2019 until the termination of the Agreement, Propel agrees to pay Contractor a commission. The commission shall be 7.5% of Admin Revenue, as defined herein, for sales of PEO, ASO, Payroll only, HR and/or Workers' Compensation master plan. For purposes of this Agreement, Admin Revenue shall mean the amount indicated on the line item entitled "Administrative Fees" on the invoice submitted by Propel to client. Such commission amount shall be paid in one lump sum payment, based on the first year annualized Admin Revenue, paid on the fifteenth (15th) day of the month following the first full month of payroll processing. There shall be no residual payments. Notwithstanding anything in this Agreement to the contrary: (i) Contractor shall NOT receive any commissions for the potential clients listed on Exhibit A; and (ii) if a client terminates prior to 6 months of service with Propel, a pro-rata commission shall be earned for any months serviced by Propel, with any average commission previously paid to be offset by future commissions or payments to Contractor.
5. Independent Contractor Relationship. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer, of Propel. Propel is not responsible for withholding, and shall not be made liable to withhold, any federal, state, or local taxes, social security or medicare taxes, from the fees earned by Contractor. Further, Contractor shall not be directed or controlled by Propel. Contractor shall operate as an independent contractor with independent control and judgment regarding the services provided to Propel. Neither party shall hold Contractor out to clients as an employee of Propel.



6. Term and Termination. This Agreement shall be in effect for a period of one (1) year. Either party may terminate the Agreement at any time upon thirty (30) days written notice to the other party. No reason shall be required for any such termination. All payments to Contractor shall immediately cease upon termination.

7. Representations and Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement, (b) it holds any necessary license(s) or registration(s) issued by state licensing authorities for each state in which it does business, and will maintain such license(s) or registration(s) in good standing throughout the term of this Agreement, (c) it shall promptly provide all information, resources and direction that the other party reasonably requires in order to perform its services hereunder, and (d) all information, resources and direction it provides to the other party in connection with the services hereunder will be as accurate and complete as the information available to such party permits.

8. Confidentiality and Non-Disclosure. The parties acknowledge, agree and understand that the Confidentiality Agreement is still in full force and effect and shall continue during the term of this Agreement.

9. Non-Solicitation of Clients. Contractor agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Contractor shall not, directly or indirectly, for or on behalf of himself, itself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert any client of Propel.

10. Non-Competition by Contractor. During the term of this Agreement, Contractor shall not (i) work for or contract with another business or individual that is in substantially the same business as Propel (such business or individual, a "Competitor"); (ii) solicit potential clients for a Competitor; and/or (iii) communicate with any client of Propel about a Competitor.

11. Dispute Resolution. Should either party to this Agreement deem it necessary to institute or defend legal proceedings arising out of the terms of this Agreement, then, and in such event, the prevailing party therein shall be entitled to recover from the non-prevailing party all court costs and attorney fees incurred by prevailing party therein, including but not limited to, all court costs and attorney fees incurred at all trial and appellate levels, and in bankruptcy proceedings. The parties hereby agree to the courts in Greenville County, South Carolina, as the sole and exclusive venue for any legal proceedings arising between parties.

12. General Provisions.

a. Assignment of Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party.

b. Conflicts with other Documents. If the provisions of this Agreement conflict with any of the provisions of any other agreement between Propel and Contractor, the provisions of this Agreement shall govern.

c. Negotiations. This Agreement is the result of negotiations among the parties and no inference shall be created because one of the parties or such party's counsel prepared this Agreement.

d. Amendment. This Agreement cannot be amended or modified, in whole or in part, except by writing signed by all parties to it.

e. Entire Contract. This instrument contains the entire agreement between the parties to it with respect to the subjects contemplated in it.

f. Waiver and Amendment. No waiver of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of any party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by any other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of such party to enforce each and every such provision thereafter. This Agreement may not be amended or modified except by the written agreement of the parties.

g. Notices. Any notice or demand to be given hereunder by either party shall be made by personal delivery in writing or by registered mail, postage prepaid return receipt requested, facsimile, or by overnight

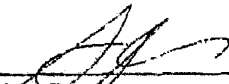
express delivery. Mailed notices shall be addressed to the party's address listed above, but each party may change the address by written notice in accordance with this paragraph.

h. Governing Laws: Jurisdiction. This Agreement has been made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Contractor:

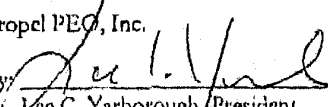

Sean Roach

Idea Catapult, LLC

By: 
Sean Roach, Member

Propel:

Propel PEO, Inc.

By: 
Lee C. Yarborough, President

Schedule A

13 Stripes Brewery - New Deal
Park Seed
White Oak Management - New Deal
Atlantic Transfer & Storage Company - New Deal
Colite - New Deal
CTR - New Deal
Premier Logistics Solutions - New Deal
PrintTek - New Deal
robbinsautomotive.com - New Deal
Adventure Golf Carts - New Deal
Lowcountry Case & Millwork - New Deal
Anderson University - New Deal
Greenville Center for Creative Arts - New Deal
J&P Park Acquisitions, Inc. - New Deal
Greenville Humane Society - New Deal
Groz-Beckert - New Deal
Integrated Support Systems, Inc. - New Deal
Machine Shop Services
Royal Threads - New Deal
Village Park Homes
ARCpoint Labs - New Deal
Bishops - New Deal
Brent Campbell Architect, PEO
Britt, Peters and Assoc.
Diversified Coatings Specialists
Eastside Pediatric Dental
Lesley Erectors
Palmetto State Roofing - TLM
Steelworks
Centerpoint IT - New Deal
Access Worldwide, Inc. - New Deal
Cornerstone Management, Inc. - New Deal
H & S Window Clean - New Deal
HSBlox - New Deal
Industrial Access - New Deal
McCormick International USA, Inc. - New Deal
Southern Refreshment Services - New Deal
Timberland Cabinets - New Deal
Zwick USA, LP - New Deal
Tindall Media
Berlins Restaurant Supply - New Deal
Brandon Advertising Inc - New Deal
Leonhardt Pipe PEO
Strand Development Company - New Deal
Triple-T Freightliner Sterling Western Star Inc - New Deal
Carolina Pride - New Deal
Central Electric Power Cooperative Inc. - New Deal

Exhibit 4

Ogletree Deakins

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

The Ogletree Building
300 North Main Street, Suite 500
Greenville, SC 29601
Telephone: 864-271-1300
Facsimile: 864-235-8806
www.ogletree.com

Lucas J. Asper
864-240-5697
lucas.asper@ogletree.com

June 19, 2019

VIA FEDERAL EXPRESS AND EMAIL (itsseanroach@me.com)

Sean Roach
Idea Catapult, LLC
34 Douglas Drive
Greenville, South Carolina 29605

Sean Roach
Idea Catapult, LLC
2210 S. Roop Street
Carson City, Nevada 89701

Dear Mr. Roach,

Please be advised that this law firm represents Propel PEO, Inc. and its affiliates ("Propel"), and have been asked to contact you about your recent activities following Propel's termination of your engagement effective May 13, 2019. Please direct all further communications regarding this matter to my attention.

We understand that on or about October 29, 2018, at the start of your independent contractor relationship with Propel, you and Propel entered into a Confidentiality and Non-Disclosure Agreement ("Confidentiality Agreement"). You and Propel subsequently entered into an Independent Contractor Agreement dated November 1, 2018 ("IC Agreement") (the Confidentiality Agreement and IC Agreement together, the "Agreements"). A copy of the Agreements are enclosed for your reference.

As permitted under the terms of the IC Agreement, Propel chose to exercise its right to terminate your engagement with thirty (30) days advance notice. You were paid the agreed-up fee outlined in paragraph 3 for the entire months of May and June, more than the required thirty (30) day notice period.

Atlanta • Austin • Berlin (Germany) • Birmingham • Boston • Charleston • Charlotte • Chicago • Cleveland • Columbia • Dallas • Denver • Detroit Metro • Greenville • Houston
Indianapolis • Jackson • Kansas City • Las Vegas • London (England) • Los Angeles • Memphis • Mexico City (Mexico) • Miami • Milwaukee • Minneapolis • Morristown
Nashville • New Orleans • New York City • Oklahoma City • Orange County • Paris (France) • Philadelphia • Phoenix • Pittsburgh • Portland, ME • Portland, OR • Raleigh
Richmond • St. Louis • St. Thomas • Sacramento • San Antonio • San Diego • San Francisco • Seattle • Stamford • Tampa • Toronto (Canada) • Torrance • Tucson • Washington

June 19, 2019

Page 2

Propel has recently learned that you have expressed your intentions to contact Propel clients with the purpose of soliciting them to move their business from Propel. As a reminder, the IC Agreement provides that during the term of the IC Agreement and for a period of twelve (12) months following termination of the IC Agreement, you are not permitted to solicit or divert, either directly or indirectly, any client of Propel. Propel understandably is very disturbed by what they have learned and is continuing to investigate whether you have violated the terms of the IC Agreement. Accordingly, Propel demands that you immediately cease and desist from contacting Propel clients.

Propel also demands that you immediately provide a written description of all communications you have had with any of Propel's clients after your engagement ended at Propel, including a copy of every letter, email, or other written communication (including texts and communications on any social media platform) you sent to any Propel client that discusses in any way Propel's business or your offer to provide or continue to provide services in competition with Propel.

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession. Those documents can be mailed directly to my attention. In the alternative, please destroy all documents, and provide a signed written statement indicating the items destroyed.

Please contact me no later than the close of business (5pm EST) on Monday, June 24, to confirm that you are complying with our requests. It is Propel's desire to make a good faith effort to resolve this situation as soon as possible without resorting to litigation. However, if we do not receive the information requested above by the requested time, Propel will consider all necessary legal actions to protect the Company's interests.

Thank you for your immediate attention to this important matter. We look forward to hearing from you as soon as possible.

Sincerely,



Lucas J. Asper

Enclosure

38954571.1

Exhibit 5

THE HELP & INDENTURED SERVANTS

1119 Pinehurst St
Jackson, MS
39202

JACKSON MS 39202

28 OCT 2015 PM 2 L



iy

Greenville, SC 29611



Attention business owner or HR professional,

Did you know Propel HR is currently facing EEOC claims for:

"*Sexual Harassment*,"

"*Hostile Work Environment*,"

and

"*Racism?*"

They have lost over 19% of their employees in the last five months, a significant loss for a company that is only 40+ employees to start with (*those of us still here are praying for a change in ownership*).

Are these the values you want representing your employees?

The attached emails are of just two brave employees that resigned and felt the need to let people know about it all in June 2019.

Since these emails, Propel HR has done nothing over the previous four months with the Executives who have caused these actions!

You pay them good money to give you HR advice, but they fail to lead by example. **Is the information your getting any good then?**

The appearance on the outside the executives want everyone to see is all "Sunshine," "Greenville's 25 most beautiful," and a repeated line of "We have been in business for over 20 years!"

We guess that means everything must be good, right?

Is the truth the inside is way worse?

Sincerely,

A concerned group of current and former employees of Propel HR

From: Arron Drye <arron.drye@aol.com>
Sent: Wednesday, June 12, 2019 10:59 AM
To: PropelHR World <Propelhr@propelhr.com>
Subject: Final Thoughts

Good Morning my former PropelHR Team,

By now you all know that last Friday, I resigned from this company. I appreciate the opportunity and dislike that it had to come to an end because I thought I had so much going for me at the company.

I mulled over writing to all of you the last 48 hours, but it was recently brought to my attention that someone said they had talked to me and said things that I never said. Causing harm, hurt, and mistrust with the people I care about. As you know in my 1 year at the company (yes ONE, not two!) I am known for being a straightforward person and I will always see the best of things in a situation. That is until someone does me wrong, as in saying they spoke with me and they didn't.

First, to put an end to any rumors about me. The only people I have spoken with in regards to my resignation was Paul Friday June 7. There have been NO phone calls with anyone else on any other days, Period. I was without cell service because the fields and area my son was playing baseball at had no cell service. I did have a voicemail from Brax when service returned but those messages from him went unanswered by me. I wanted to make sure everyone was clear on that. I really don't appreciate someone claiming differently at all and causing issues & drama.

I left because I had an excellent opportunity for my family.

Being paid more with higher commissions at my new company will allow me to do better for my family and also allow me to dress better so I'm not wearing "Coaching Shirts" that seemed to be a problem for the executive team, but got my foot in the door for business. My new company likes it because it shows I'm part of the community and not just in town for the day.

I was offered several great jobs with more money last Christmas but turned them down because in my view, it should not always be about money and I thought all the salespeople were on the same playing field at Propel. I had even told Paul, Sean, that I was approached and turned them all down. I had a call with Barry about 2 weeks ago and in that conversation, he disclosed how much he made during his 90 days and bringing in no sales. I was **blown away**, he also revealed a conversation he had with Jason and how much Jason said he was being paid. This is where it started to end.

Here I am the top selling sales rep paid the least amount of money and by A LOT. I was struggling to pay bills and asking for advances and at no point did anyone of the executives every say, hey thanks for all you do, lets pay you what we pay everyone else or better yet, lets

pay you more. The Jason thing got me, and let me know my time was quickly coming to an end. Still to this day, he still has not went out and sold a deal he got on his own from someone he did not know. Before I made my final decision, I wanted to do some digging and a lot of his "accounts" listed have wrong numbers, or the "contact" had no idea who he was. Several of the proposals he has turned in over the months to look like he is trying, including a hair salon I visited with Sean back in December, never wanted or authorized a proposal. I went by there and the owner said he cuts Jason hair.

My phone has blown up last few days as Jason tried to reach out to my prospects and has already rubbed them all the wrong way. Yet he is doing great things for you all. Sean brought his lies starting back in January to the executive team, called him out in sales meetings and they did nothing except reward him with no work deals he could turn in and get paid more than me. Sean, like him or hate him as I know at times he rubbed me the wrong way was not only helping me, but was also helping this company. They cut him out and bring in an "outsourced" manager who knows NOTHING about PEO, ASO, or HR and wants to "roleplay," who lets me know that "we are not in the business to sell." This is not Tupperware we are selling, this is a processed sale with many different layers. It doesn't matter how many videos are watched you cant roleplay this business, for those reasons and a few others it was time for me to go.

I had to get this off my chest, had it not been for people saying they talked to me when they didn't, I would have never said a word and just moved on.

I wish all of the people I have worked with the best and keep living the dream.

From: Angela Tyler <angelat Tyler4@gmail.com>
Subject: Special Announcement
Date: June 17, 2019 at 9:11:05 AM EDT
To: PropelHR World <Propelhr@propelhr.com>

Good Morning to my highly respected Colleagues and wonderful Clients,

It is with MUCH consideration and LOTS of disappointment that I have decided to part ways with Propel HR.

I made the decision to join the team back in January with much hope to make a positive difference for this organization.

Many of you are familiar with my career background that consists of 12 years, with one of the most respected leaders in the PEO industry and over 15 years in Human Resources leadership. I am a highly skilled professional that exemplifies a strong work ethic, and I know the value that I was bringing to Propel HR.

I have contemplated sending out this email, especially after seeing the email sent last Wednesday by a now-former employee and the company's reaction. However, after the accusatory calls, threats to "pick Propel or friends" and even intimidation, I got that entire day from three people on the Executive team. Then it continued the next day with more Owner/Executive team intimidation, calls and even three Owner/Executives admitting to what I am outlining in this email, but asking me to "Give Grace!" about what was said and done to me. So, I decided I need to write, I must write, and send an email for my sanity and hopefully a wakeup call for everyone reading this.

I genuinely care for the employees of this organization and wanted to let you know why I've made this important and life-changing decision... my hope is for this to be constructive feedback for a positive change, and I do not wish to cause any hard feelings.

When I came to interview, I was overwhelmed with promises of a "supportive leadership team," "tools to effectively and efficiently support my role," and an overall "organization ready to make a positive change and growth." As a professional, I was immediately surprised by the micro-managed work environment, specifically, from an Executive Leader that I did not report to. I have spent much time working on projects that were never implemented, and that were very much needed to ensure our client satisfaction. There are no clear processes and no structure, not even an organizational chart. The tools I needed for my role were delayed, retained, or withheld from me; leaving me always asking for information to successfully conduct my role.

As a female professional, I was also overwhelmed to quickly find myself in a sexual harassment/hostile work environment. An Owner/Executive Leader of this organization often made comments on my appearance and sexual remarks. Let me elaborate a little, a joke was continuously made, without my understanding (until recently), by an Owner/Executive Leader of this organization asking other males while sometimes in front of me "Can 62 go into 52?" or "How many times does 63 go into 52?"... etc.? (my height is 5'2, and the different numbers mentioned are the heights of male colleagues). He also consistently made numerous, sexual comments about my appearance, body, clothing, shoes, toenail color, etc., even on recorded sales calls & with vendors. During morning Sales meetings, petty

1 of 3

comments and giggles were made by insecure/jealous female Owner/Executive leaders about my Zoom profile picture (which was just a professional headshot). I was also surprised by the racial comments (such as the use of the "N" word) that were so casually made by an Owner/Executive Leader. Sadly, I have witnessed many derogatory comments in my short tenure with this organization directed at other employees like "She's the tech Nazi," "He is retarded and fu@#ing weird," "If she wasn't married I would think she's a Lesbian," "She is such a bobblehead," "He must be a cocksucker!" or other things a company should never say... let alone an HR certified PEO company that has shockingly been around for "22 years" and has an Executive on the board of NAPEO.

I brought those comments to my direct Executive supervisor, also praying I wouldn't be retaliated against for speaking out, but I was told "Oh he was just joking," "That's just (owner/executive name)," "He's innocent." At the same time, I observed this same owner/executive tell our Strategist not to use the F-word in the office. It seems it's okay for an owner/executive to use that word (and way worse words), but not for others! I didn't know this HR organization has an ethics hotline for me or anyone to confidentially file a complaint until a call from an HR Leader (employee) on Friday. Though true to form for this company, from what I have learned, I was victim shamed by this HR Leader for not knowing about this number and doing something sooner. This happened with the female Owner/Executive Leader on the call. Unbelievable!

What is even more shocking and sad is my call the day before with this same Owner/Executive Leader, and in another separate phone call with another owner/executive, disclosing this all and crying (even with them) about all of this and the things that have happened to me, neither of these owner/executive women knew or mentioned, they have a hotline to call.

I feel like these past five months that I have been in a live version of the book/movie "The Help." We, the employees, are all ungrateful indentured servants to the Country Club executives, including "Two Slice Hilly!"

The stability of the organization has also become a concern for myself and many others. Hence why we are losing top talent quite rapidly and many colleagues are interviewing elsewhere. It is no secret that our Sales department is not adequately supported and not meeting goals. We recently lost our top Sales Executive because he found out that he was significantly underpaid compared to an underproducing Sales colleague. I am a firm believer in equality, and if you are doing similar work, you deserve to be paid fairly and competitively. During my "walk-a-mile," I was informed by several colleagues that performance evaluations hadn't been completed in years, including no pay increases. This was disheartening to hear, as there are so many talented resources that are not appreciated or recognized for their hard work and contributions to the company.

During the most recent Employee Celebration, the mood quickly changed when the financials and client retention stats were shared. "We've already reached our budget for client terminations, but there is no need to be concerned"... we are only mid-year! As the Executive Director of Client Relationships, that is a huge concern from my experience. A recent email was sent to this organization, reminding everyone of "Sunny Skies" and "promises." My personal observation was that our leadership is panicking and rightfully so with little sales, a rise in client terminations, and top talent leaving the organization.

To show my dedication, I even stepped outside of my comfort zone because of my care for the organization's growth, and I offered to help with Sales. It was a complete eye-opener to learn firsthand, how unsupported this team is and has been. They have No marketing material, No lead generation, No structured way to get a proposal, and Not even a functioning CRM. It's no wonder why we are not bringing on big business. This company also has a Sales Executive blatantly falsifying deals, and he has been hand-fed deals, yet allowed to stay employed when he should've been fired long ago.

A kicker for me was when the company recently let go of one of our resources, our Business Strategist. In all honesty, I joined the company because of this individual (so did the other Sales Executive at the time and the top Sales Executive was kicking butt because of the work he was doing with him). He truly cared about the success of this organization, but because he wouldn't toe the line and bow to Hilly, they kicked him to the curb like they have with so many others in the past I have recently learned. In a time when what's most needed is a successful strategist with an excellent track record, why would this decision be made? Now is the time that they need a strategy! To replace this role, this company hired a part-time (12 hours per week) Sales Trainer/Manager (that is a "church friend" and "Bible study friend of 13 years") who has no direct PEO or ASO background, to train the Sales team—that now consists of ONE!

No need to worry I was told by an owner/executive, new talent is being considered ... YES, they are considering a PEO Sales Consultant that focuses his sales on the "Nightclub" and "Adult Entertainment AKA Strip Club" industry! As a Woman and Christian, I find this very disappointing that a Christian, Woman/Family owned and HR organization would ever even consider this type of individual to represent Propel HR. I can think of no other industry that degrades women than Strip Clubs, but this is not my problem anymore.

On a positive note, I would like to give kudos to our Inside Sales Representative, and he is absolutely a shining star that is not appropriately appreciated and very disrespected in words and actions by the owner/executive leaders.

I am grateful for the opportunity to have met so many talented colleagues and fantastic clients in my short time with this organization. I will absolutely stay in contact with those who want to, and I wish all the employees the very best.

You are full of potential. Please remember Your Worth.

Respectfully,

Angela Tyler
(803) 984-9842

PS- Thank you to two Owners/Executive Leaders for calling me last week and accusing me of writing a letter, based on lies from an employee upstairs. I had no intention until your suggestion. I'm glad I received that tip as everyone deserves to know what's genuinely taking place at this company. This has also led me to file a claim with the EEOC last week after words were spoken and no action was taken.

Exhibit 6



Hiring Now!

Can you bake pie?
We are looking for indentured servants!
Need you to work long hours for low pay, to support our
"Country Club" lifestyles.
We treat our HELP, oops we mean our servants so well, in
fact, we have lost 19% of them in less than five months.
We are an HR company, and we supply our HELP with a
"hostile work environment", "sexual harassment" (if you
are good looking), and "racism." Our founder believes, just
like TRUMP, "You have to hit a JEW harder, then they hit
you." Black people (we say the N-word) "Are Lazy."
If you ever report any of this to hurt the fake "Sunshine"
Image we try to create in the UBJ or public, we will ask you
"To give the founder Grace!" and hire people to come after
you!
As Christians, let us do you a favor: "God don't give charity
to those who are well and able!"
So Please, Be THE HELP for us.

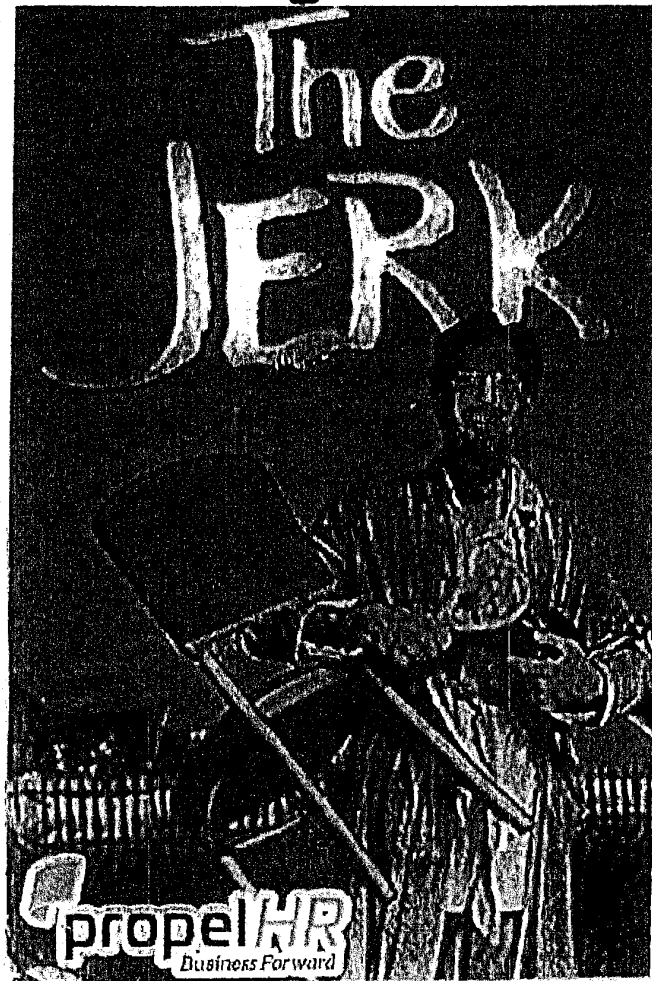


TO:

Greenville, SC 29605-1133

Time to look for a NEW HR Company!

Exhibit 7



Would you hire someone who
Cheats? Steals? LIES?

Would you hire someone who when they were our client, you knew treated his employees very bad?

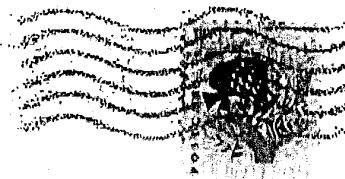
Someone who was accused of **stealing tips**, **shorting hours**, has a **bad reputation** in his old profession, and much more? He was even punched (**knocked-out**) by an employee for cheating on pay.

Would you keep someone who has deceived and tricked you (with employees bringing you proof)?

One HR employee said: *"I was shocked when they hired him because of what he did as a client with us!"*

Most would call that person **The JERK**, and currently, Jason represents this company as the senior sales representative (He is the only the only sales rep as the others left).

Just think what **The JERK** could do with all your information and data!



TO:

Peachtree Corners, GA 30071

Time to look for a NEW HR Company!

Exhibit 8



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and
two nights paid hotel stay?

No, you didn't! That's because you are not valued as a
client, so you were never invited. Only the **"Best"** and
"Most Profitable" clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list,
but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and
maybe a **"rocket pen"** (it really looks like it belongs in an
Adult Sex Store don't you think), but **NO Party for YOU!**

Even the "Executive Director of Client Relationships"
resigned in June for deficiency of **VALUE**, to the clients and
her. (She was also severely sexually harassed by a founder
and consistently endured a hostile work environment from
women fonder/executives!)

When a kid hears **"You're not invited to my party,"**
it is the worst insult ever! End the same same?

Time to look!

11/08



TO:

Greenville, SC 29602



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and
two nights paid hotel stay?

No, you didn't! That's because you are not valued as a
client, so you were never invited. Only the **"Best"** and
"Most Profitable" clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list,
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Adult Sex Store don't you think), but **NO Party for YOU!**

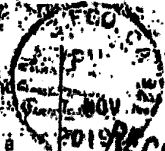
Even the "Executive Director of Client Relationships"
resigned in June for deficiency of **VALUE**, to the clients and
her. (She was also severely sexually harassed by a founder
and consistently endured a hostile work environment from
women fonder/executives!)

When a kid hears **"You're not invited to my party."**

It is the worst insult ever! Feel the same way?

Time to look!

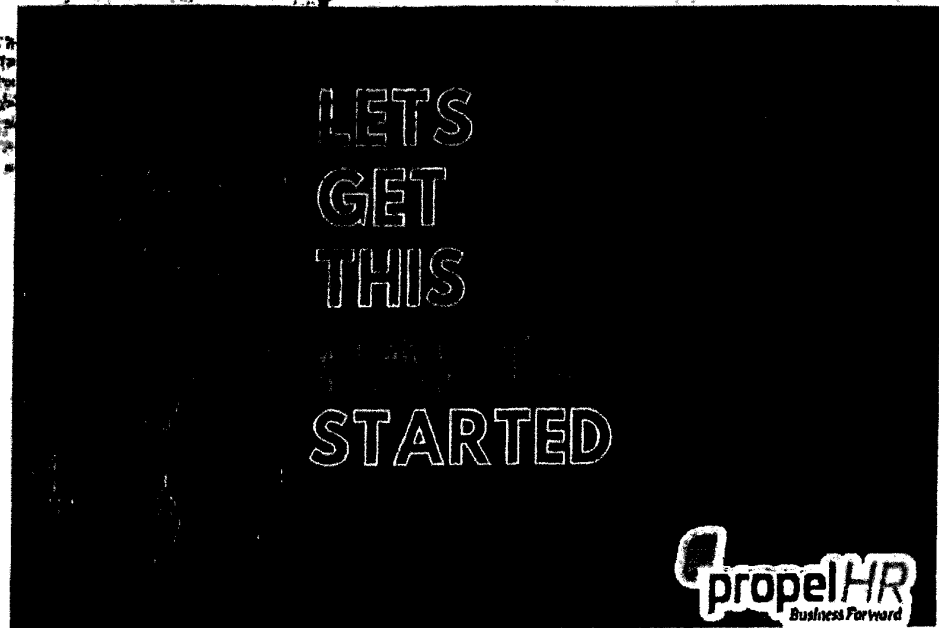
11/08



TO:

Greenville, SC 29602

Exhibit 9



Did you enjoy the night out in Greenville?

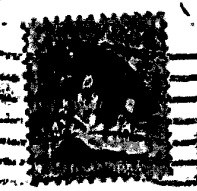
How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party! Maybe your company is on the **"Watch List"** or **"911"** list, but they still don't care, and you won't get invited.

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When a kid hears **"You're not invited to my party."**

It is the worst insult

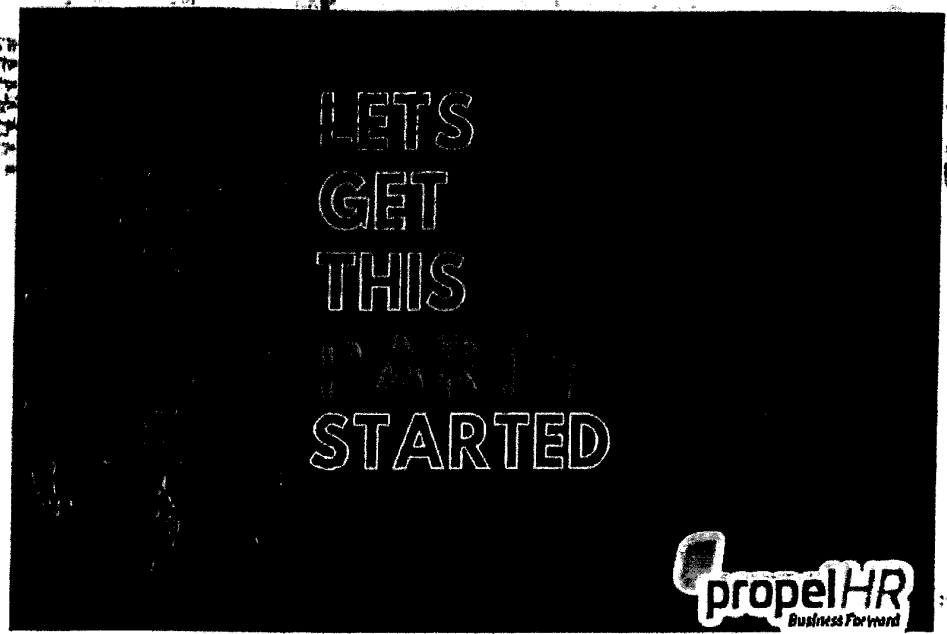


TO:

Greenville, SC 29601

Time to look for

11/08 |||||



**Did you enjoy the night
out in Greenville?**

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the "Best" and "Most Profitable" clients get invited to the party!

Maybe your company is on the "Watch List" or "911" list, but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and maybe a "rocket pen" (It really looks like it belongs in an Adult Sex Store don't you think), but **NO Party for YOU!**

Even the "Executive Director of Client Relationships" resigned in June for deficiency of **VALUE**, to the clients and her. (She was also severely sexually harassed by a founder and consistently endured a hostile work environment from women fonder/executives!)

When a kid hears "You're not invited to my party."

It is the worst insult



TO:

Greenville, SC 29601

Time to look for

11/08 [barcode]

Exhibit 10



**A Christian Woman-owned company,
Must value and respect all women?!?**

When a sales rep being interviewed explained how Strip Clubs
now require "Dancers" to be employees,
we saw it as a PEO HR fit.

Yes getting a Workers Comp claim stating "Insured was burned by
a sparkler on her left chest area," will cause your fees to go UPI

We know it's nice to respect that women do jobs like stripping to
get by or money for college.

The male executives also like on-site visits! 😊

The sales rep was not hired (That would look bad.)

It was much easier to do a referral relationship to keep the
"Christian" "Woman-owned" reputation
and fake "Sunshine" Image clean.

Do you have these same Morals and Values?

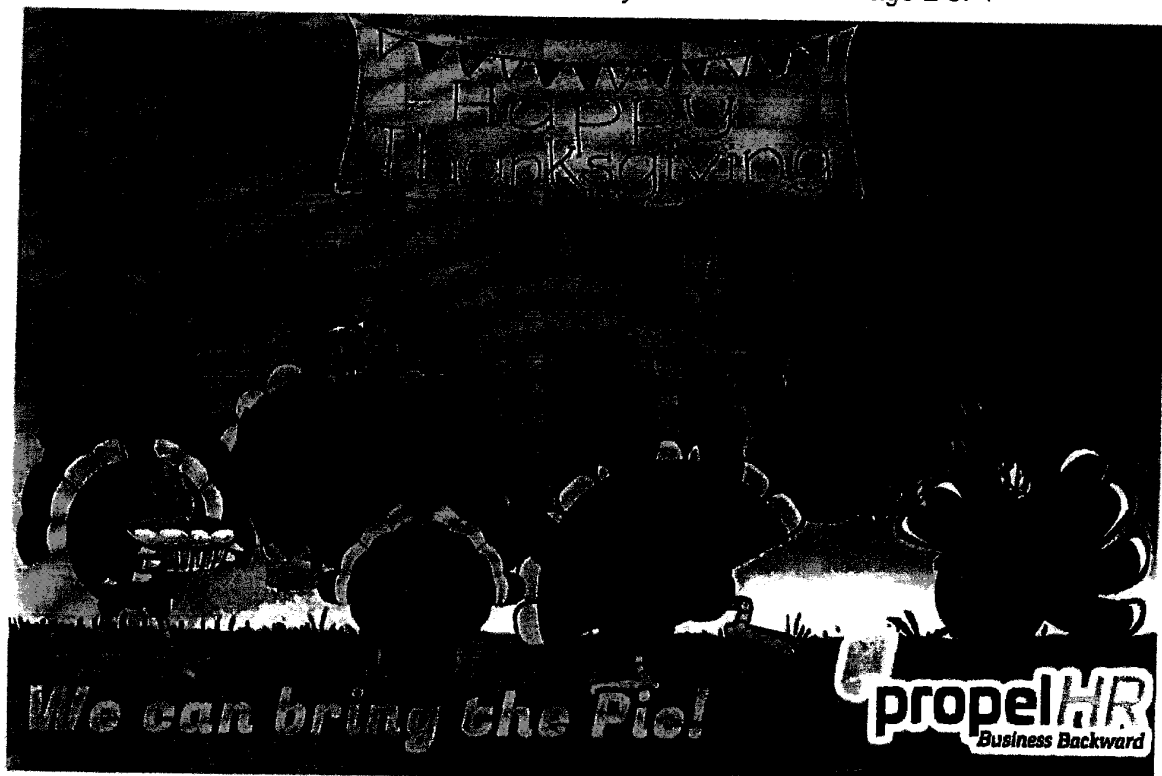
TO:

Greenville, SC 29609

Time to look for a NEW HR Company!



Exhibit 11



JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S								
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																												31														

JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
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							30	31																																		

Thank You

We want to thank you for all the concern for us as current employees, former employees, and around these issues. Yes, they are all shocking details, and yes, we spent good money to make a point and inform you instead of merely posting online.

Why?

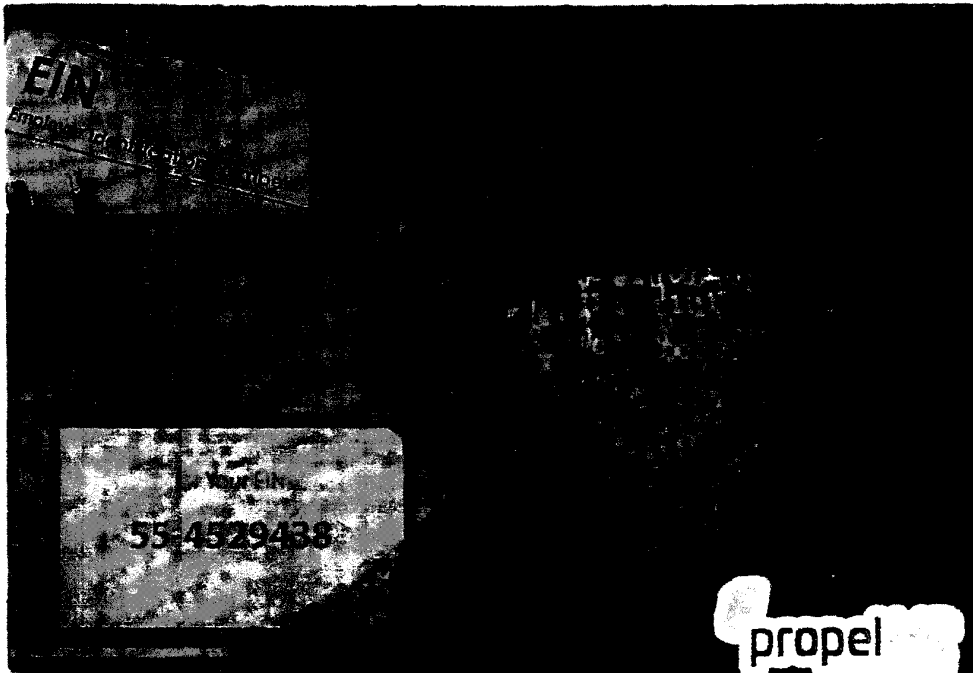
Because for 20 years, they have been glossed over and outside the company made to look as if everything is excellent, but these are severe issues and need attention.

As we predicted in our first card, many of us have been attacked, interviewed, and threatened all in an effort to keep the image clean.

Anyways, We give thanks to YOU in these eye-opening times.

PS: Ever wonder why "the Jerk," after all the disclosure, was never fired?
That would have shown everyone we are right, the image is bad and the executives are wrong.

Exhibit 12



29 NOV 1974 1 L

Fake tax returns can be filed for your business!

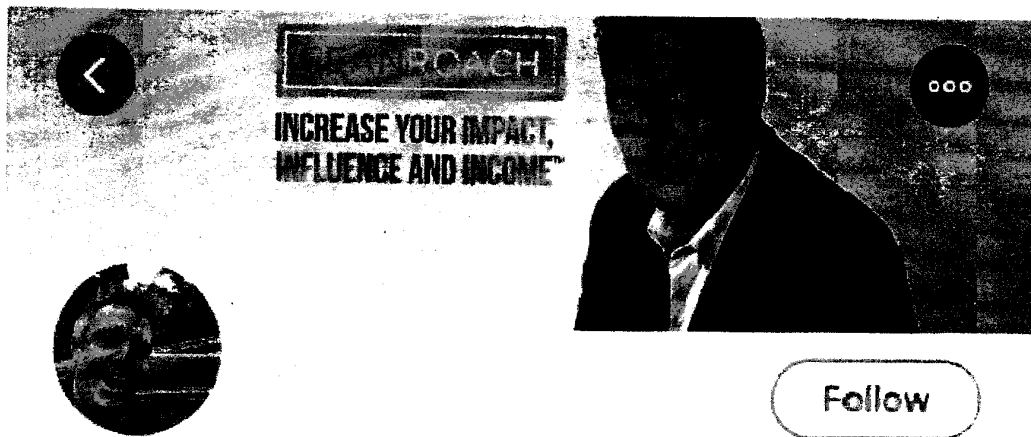
Can you risk losing it all to this dirty *"The Sun Is Shining"* secret?

TO:

Greenville, SC 29602

Time to look for a NEW HR Company!

Exhibit 13



Sean Roach

@ItsSeanRoach

Entrepreneur, Speaker & often called The 'THINK ENGINE': Helping businesses and people grow their Impact, Influence and Income. Widow and Founder, Idea Catapult

📍 Las Vegas, Nevada 🔗 seanroach.com

📅 Joined June 2008

588 Following 12.5K Followers



Followed by DanetteMay, Impact Democracy, Brian Brushwood, and 5 others

Tweets

Tweets & replies

Media

Likes



Sean Roach @ItsSeanRoach · 22h

Looks amazing



Tweets Tweets & replies Media Likes

Sean Roach Retweeted



Bill Pulte @pulte · 3d

I'll give \$1,000 TONIGHT to someone random who retweets this only because it's Giving Tuesday! (must be following me so I can dm you)

7,376 196K 77.5K

Show this thread



Sean Roach @ItsSeanRoach · 4d

If you only realize this now... don't have any electronics in your bedroom!



Dr. Robert Epstein @DrREps... · 4d

New #FBI report: Your smart TV is a #surveillance device. Among other things, it "can turn on your bedroom TV's camera and microphone and silently cyberstalk you." Remember: t...

Sean Roach Retweeted



Dr. Robert Epstein @DrREpstein · 4d

Just revealed: #YouTube - part of #Google - has recently taken down more than pro-#Trump videos WITHOUT SAYING WHY. I'm no Trump supporter. but it



Dr. Robert Epstein
@DrREpstein

New #FBI report: Your smart TV is a #surveillance device. Among other things, it "can turn on your bedroom TV's camera and microphone and silently cyberstalk you." Remember: the more data they have about you, the more easily they can control you.
#BeAfraid

That smart TV you just bought may be spying on you, FBI warns
Those Black Friday and Cyber Monday super sales are not only a boon for your bank account, but may also reap serious rewards for cyber criminals intent on ...
[cnn.com](#)

7:44 PM · Dec 2, 2019 · Twitter Web App

674 Retweets 896 Likes

Exhibit 14



The Furman Co.

November 27, 2019

Lee Yarborough
Propel HR
669 N Academy Street
Greenville SC 29601

Dear Lee,

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

Regards,

Stephen P. Navarro CRE FRICS CCIM
President

Exhibit 15

CONFIDENTIALITY AND NON SOLICITATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Arnon Dzy ("Employee") and Propel PEO, Inc., a South Carolina corporation and Propel HR, Inc., a South Carolina corporation (collectively, the "Company").

In consideration of the employment of the Employee, Employee's access to Confidential Information of the Company, Employee's access to clients and potential clients of Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the Company hereby agree as follows:

1. Confidentiality Obligations.

During the term of Employee's employment, Employee will not directly or indirectly use or disclose any Confidential Information except in the interest and for the benefit of the Company. For a period of twenty-four (24) months following termination of Employee's employment with the Company, for whatever reason, Employee will not directly or indirectly use or disclose any Confidential Information; provided, however, Employee shall maintain the confidentiality of Protected Health Information ("PHI") for so long as required under the HIPAA Privacy Rules and/or Security Standards, as defined below.

2. Confidential Information.

The term "Confidential Information" shall mean (i) all proprietary information of the Company which has value to the Company, is maintained as confidential by the Company, and which is not known to the public or the Company's competitors, generally, including, but not limited to, new products, client lists, prospective client lists, pricing policies, employment records and policies, employee data and information, banking information, operational methods, computer programs and codes, sales figures, marketing plans and strategies, product development techniques and plans, business acquisition plans, technical processes, designs, inventions, and research programs and results and (ii) all information of the Company considered to be PHI as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("HIPAA Privacy Rules and/or Security Standards"), including any PHI maintained or transmitted electronically. The provisions of this Agreement do not cover trade secrets as those are specifically covered under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq.

3. Exclusions.

Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Employee to have been known by him/her prior to his/her employment by the Company; (ii) is or becomes generally available to the public through no act or omission of Employee; or (iii) is independently developed by Employee outside the scope of his/her employment without use of Confidential Information. Nothing in this Agreement prohibits an employee from using Confidential Information, if necessary, to report any concern of unlawful or illegal conduct to a government agency.

4. Return of Records.

Upon termination of employment, for whatever reason, or upon request by the Company, Employee shall immediately return to the Company all documents, records, and materials belonging and/or relating to the Company (except personnel, wage and benefit materials relating solely to Employee), and all copies of all such materials. Upon termination of employment, for whatever reason, or upon request by the Company, Employee further agrees to destroy such Confidential Information maintained by him on his own computer equipment.

5. Non-Solicitation of Company Employees. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, solicit,

divert, attempt to solicit or attempt to divert the employment of any Company employee.

6. Non-Solicitation of Company Clients. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, for or on behalf of him/herself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert Company clients. "Company Clients" shall be limited to any client of Company with whom Employee had business contact during the twelve (12) months prior to the termination of Employee's termination.

7. No Outside Business Interest. Employee acknowledges and agrees that Employee is accepting a full time position with Company and therefore Employee agrees that during the term of Employee's employment with Company, Employee shall work only for Company and shall not, directly or indirectly, on behalf of him/herself or another employer, contractor or third party, provide any work or service for another business or individual, without Company's prior written permission.

8. Scope of Restrictions.

By entering into this Agreement, Employee acknowledges the nature of the Company's business and the nature and scope of the restrictions set forth in this Agreement. Employee acknowledges and represents that the scope of the restrictions are appropriate, necessary and reasonable for the protection of the Company's business, goodwill, property rights and clients. Employee further acknowledges that the restrictions imposed will not prevent him/her from earning a living in the event of, and after, termination of his/her employment with the Company, for whatever reason. Nothing herein shall be deemed to prevent Employee, after termination of Employee's employment with the Company, from using general skills and knowledge gained while employed by the Company.

9. Prospective Employers.

Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

10. Miscellaneous.

10.1 Binding Effect. This Agreement binds Employee's heirs, executives, administrators, legal representatives and assigns and inures to the benefit of the Company and its successors and assigns.

10.2 Entire Agreement; Amendment or Waiver. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and therein and all prior discussions, negotiations, agreements, correspondence and understandings, whether oral or written, between Employee and the Company with respect to the subject matter hereof are merged herein and superseded hereby. No provision of this Agreement may be amended or waived other than in writing by the party against whom enforcement of such amendment or waiver is sought.

10.3 Injunctive Relief. The parties agree that damages will be an inadequate remedy for breaches of this Agreement and in addition to damages and any other available relief, a court shall be empowered to grant injunctive relief.

10.4 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

10.5 Governing Law. The parties agree that this Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the state of South Carolina. Any disputes under this Agreement shall be decided by the appropriate state or federal court in Greenville, South Carolina, and Employee waives any objections or defenses to jurisdiction or venue in any such proceeding before any such court. Employee hereby submits to the exclusive personal jurisdiction of the state and/or federal courts of the state of South Carolina.

10.6 Consideration. Execution of this Agreement is a condition of Employee's employment with the Company and Employee's employment by the Company and access to Company Confidential Information and Company clients constitutes the consideration for Employee's undertakings hereunder.

10.7 Severability. The obligations imposed by this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision.

10.8 Terminable-At-Will. Nothing in this Agreement shall modify the right of either party to terminate the employment relationship at any time with or without cause or notice.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed, as of the respective dates set forth underneath their signatures below, one or more counterparts to this Agreement, which shall become effective as of the date the Employee signs the Agreement.

EMPLOYEE

By: _____

DATE: _____

PROPEL PEO. INC. AND PROPEL HR. INC.

By: _____

DATE: _____

Exhibit 16



June 13, 2019

Arron Drye
124 Constantine Way
Greer, SC 29650

Re: Termination of Relationship

Dear Arron:

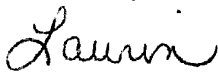
We are sad to see you leave Propel HR but certainly wish you well in your new role with Vensure Employer Services.

As a reminder, you are bound by the terms of a confidentiality and non-solicitation agreement such that you are not permitted to solicit Propel HR clients for a period of twelve months after termination. You are also not permitted to solicit Propel HR employees for a period of twelve months after termination. I am enclosing for your records a copy of the Confidentiality and Non-Solicitation Agreement between you and Propel HR dated February 23, 2018 (the "Agreement").

In addition, the Agreement provides that you maintain as confidential the client lists and client information of Propel HR. Also, under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq., you are obligated to protect the trade secrets and proprietary information of Propel HR. The taking and using of our information is in violation of the Agreement and the South Carolina Trade Secrets Act.

If you have any questions, please feel free to reach out. Good luck and best wishes!

Sincerely,


Laurin McDonald
General Counsel

cc: Lee Yarborough, Propel HR, President
Vensure, General Counsel

PropelHR, LLC
669 N. Academy St.
Greenville, SC 29601

Info@propelHR.com
800-446-6567
propelHR.com

Exhibit 17

CONFIDENTIALITY AND NON SOLICITATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Angela Tyler ("Employee") and Propel PEO, Inc., a South Carolina corporation and Propel HR, Inc., a South Carolina corporation (collectively, the "Company").

In consideration of the employment of the Employee, Employee's access to Confidential Information of the Company, Employee's access to clients and potential clients of Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the Company hereby agree as follows:

1. Confidentiality Obligations.

During the term of Employee's employment, Employee will not directly or indirectly use or disclose any Confidential Information except in the interest and for the benefit of the Company. For a period of twenty-four (24) months following termination of Employee's employment with the Company, for whatever reason, Employee will not directly or indirectly use or disclose any Confidential Information; provided, however, Employee shall maintain the confidentiality of Protected Health Information ("PHI") for so long as required under the HIPAA Privacy Rules and/or Security Standards, as defined below.

2. Confidential Information.

The term "Confidential Information" shall mean (i) all proprietary information of the Company which has value to the Company, is maintained as confidential by the Company, and which is not known to the public or the Company's competitors, generally, including, but not limited to, new products, client lists, prospective client lists, pricing policies, employment records and policies, employee data and information, banking information, operational methods, computer programs and codes, sales figures, marketing plans and strategies, product development techniques and plans, business acquisition plans, technical processes, designs, inventions, and research programs and results and (ii) all information of the Company considered to be PHI as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("HIPAA Privacy Rules and/or Security Standards"), including any PHI maintained or transmitted electronically. The provisions of this Agreement do not cover trade secrets as those are specifically covered under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq.

3. Exclusions.

Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Employee to have been known by him/her prior to his/her employment by the Company; (ii) is or becomes generally available to the public through no act or omission of Employee; or (iii) is independently developed by Employee outside the scope of his/her employment without use of Confidential Information. Nothing in this Agreement prohibits an employee from using Confidential Information, if necessary, to report any concern of unlawful or illegal conduct to a government agency.

4. Return of Records.

Upon termination of employment, for whatever reason, or upon request by the Company, Employee shall immediately return to the Company all documents, records, and materials belonging and/or relating to the Company (except personnel, wage and benefit materials relating solely to Employee), and all copies of all such materials. Upon termination of employment, for whatever reason, or upon request by the Company, Employee further agrees to destroy such Confidential Information maintained by him on his own computer equipment.



5. Non-Solicitation of Company Employees. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, solicit, divert, attempt to solicit or attempt to divert the employment of any Company employee.

6. Non-Solicitation of Company Clients. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, for or on behalf of him/herself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert Company clients. "Company Clients" shall be limited to any client of Company with whom Employee had business contact during the twelve (12) months prior to the termination of Employee's termination.

7. No Outside Business Interest. Employee acknowledges and agrees that Employee is accepting a full time position with Company and therefore Employee agrees that during the term of Employee's employment with Company, Employee shall work only for Company and shall not, directly or indirectly, on behalf of him/herself or another employer, contractor or third party, provide any work or service for another business or individual, without Company's prior written permission.

8. Scope of Restrictions.

By entering into this Agreement, Employee acknowledges the nature of the Company's business and the nature and scope of the restrictions set forth in this Agreement. Employee acknowledges and represents that the scope of the restrictions are appropriate, necessary and reasonable for the protection of the Company's business, goodwill, property rights and clients. Employee further acknowledges that the restrictions imposed will not prevent him/her from earning a living in the event of, and after, termination of his/her employment with the Company, for whatever reason. Nothing herein shall be deemed to prevent Employee, after termination of Employee's employment with the Company, from using general skills and knowledge gained while employed by the Company.

9. Prospective Employers.

Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

10. Miscellaneous.

10.1 Binding Effect. This Agreement binds Employee's heirs, executives, administrators, legal representatives and assigns and inures to the benefit of the Company and its successors and assigns.

10.2 Entire Agreement; Amendment or Waiver. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and therein and all prior discussions, negotiations, agreements, correspondence and understandings, whether oral or written, between Employee and the Company with respect to the subject matter hereof are merged herein and superseded hereby. No provision of this Agreement may be amended or waived other than in writing by the party against whom enforcement of such amendment or waiver is sought.

10.3 Injunctive Relief. The parties agree that damages will be an inadequate remedy for breaches of this Agreement and in addition to damages and any other available relief, a court shall be empowered to grant injunctive relief.

10.4 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

10.5 Governing Law. The parties agree that this Agreement and any amendments hereto shall be governed by and

construed in accordance with the laws of the state of South Carolina. Any disputes under this Agreement shall be decided by the appropriate state or federal court in Greenville, South Carolina, and Employee waives any objections or defenses to jurisdiction or venue in any such proceeding before any such court. Employee hereby submits to the exclusive personal jurisdiction of the state and/or federal courts of the state of South Carolina.

10.6 Consideration. Execution of this Agreement is a condition of Employee's employment with the Company and Employee's employment by the Company and access to Company Confidential Information and Company clients constitutes the consideration for Employee's undertakings hereunder.

10.7 Severability. The obligations imposed by this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision.

10.8 Terminable-At-Will. Nothing in this Agreement shall modify the right of either party to terminate the employment relationship at any time with or without cause or notice.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have executed, as of the respective dates set forth underneath their signatures below, one or more counterparts to this Agreement, which shall become effective as of the date the Employee signs the Agreement.

EMPLOYEE

By: Angela Tyler

DATE: 1/31/19

PROPEL PEO, INC. AND PROPEL HR, INC.

By: [Signature]

DATE: _____

[Signature]

Exhibit 18



June 18, 2019

Angela Renea Tyler
1308 Twin Oaks Drive
Chester, SC 29706

Re: Termination of Relationship

Dear Angela:

We have received your resignation and are sad to see you leave Propel HR. But, we certainly wish you well in all future endeavors.

As you requested, you will receive a box this week to return your Propel HR computer and any other Propel HR property, information or data that you have with you. We will reach out about COBRA coverage.

As a reminder, you are bound by the terms of a confidentiality and non-solicitation agreement such that you are not permitted to solicit Propel HR clients for a period of twelve months after termination. You are also not permitted to solicit Propel HR employees for a period of twelve months after termination. I am enclosing for your records a copy of the Confidentiality and Non-Solicitation Agreement between you and Propel HR dated January 31, 2019 (the "Agreement").

In addition, the Agreement provides that you maintain as confidential the client lists and client information of Propel HR. Also, under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq., you are obligated to protect the trade secrets and proprietary information of Propel HR. The taking and using of our information is in violation of the Agreement and the South Carolina Trade Secrets Act.

If you have any questions, please feel free to reach out. Good luck and best wishes!

Sincerely,

A handwritten signature in cursive script that reads "Laurin".

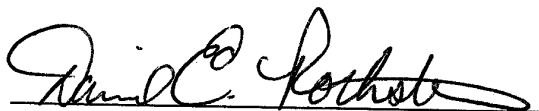
Laurin McDonald
General Counsel

cc: Lee Yarborough

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he served a copy of the foregoing **DEFENDANT'S MOTION TO DISMISS PURSUANT TO RULE 12(b)(8), SCRPC** upon Plaintiff's counsel of record by email and by depositing a copy of the same in the United States Mail, proper first-class postage pre-paid, this 28th day of February, 2020, addressed as follows:

Wesley D. Few, Esq. (wes@wesleyfew.com)
Wesley D. Few, LLC
P.O. Box 9398
Greenville, SC 29604


David E. Rothstein

Greenville, SC.

END
OF
FILING

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lee Yaraborough

PLAINTIFF(S)

Vs.

Sean Eric Roach

DEFENDANT(S)

IN THE MAGISTRATE COURT

TEMPORARY (EX PARTE)
RESTRAINING ORDER

RECEIVED

JAN 10 2020

CIVIL CASE NUMBER
2019OR2310100014

WEST GREENVILLE
SUMMARY COURT

DEFENDANT IDENTIFIERS

SEX *	RACE *	DOB*	STATE	WEIGHT
M	W	7/10/1971	South Carolin a	180
EYES	HAIR	HEIGHT		
Blue	Gray/Dark Mixed	6'2"		

And/or on behalf of minor
family member(s) or other
Protected persons: (List name)

Relationship to Plaintiff:

Former Employee

Defendant's Address

CAUTION:

*Indicates required information for entry into NCIC

☐ Weapon Involved

☐ Weapon Present on Defendant's Property

☐ Access to weapons

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter,
Additional findings of this order are as set forth below.

THE COURT HEREBY ORDERS:

- ☒ That the above named Defendant be restrained from committing further acts of abuse or threats of abuse.
☒ That the above named Defendant be restrained from any contact with the Protected Person as set forth on the attached pages.

The terms of this order shall remain in effect until March 31, 2020
the date of the hearing on the attached Rule to Show Cause and may be extended by this Court at that time for good cause shown.

WARNINGS TO DEFENDANT;

This order shall be enforced in any county of South Carolina and by the courts of any state, District of Columbia, any U. S. Territory, and may be enforced by Tribal Lands (18 U.S.C. Section 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. Section 2262).

ONLY THE COURT CAN CHANGE THIS ORDER.

For Additional Information Call:

864-271-5210
Sheriff Phone Number

864-467-4645
Clerk of Court Phone Number

The Plaintiff in this action filed a complaint and motion for a Restraining Order on November 18, 2019. After reviewing the verified pleadings and affidavits, the Court determined that there existed a present danger of bodily injury to the Plaintiff and, therefore, held an emergency ex parte motion hearing on at 12:00 AM. At that hearing, the Court determined that the Plaintiff proved by a preponderance of the evidence the need for a Temporary Restraining Order.

The Court made the followings findings of fact:

- ☒ 1. The Plaintiff lives in Greenville County, South Carolina.
- ☒ 2. The Defendant lives at 34 Douglas Drive, which is in Greenville County, South Carolina.
- ☐ 3. The Defendant is employed at _____, which is located at _____.
- ☐ 4. The Defendant is a nonresident of this State or cannot be found.
- ☒ 5. The Harassment or Stalking, as described herein, occurred in Greenville, South Carolina.
- ☒ 6. The Defendant has committed the following acts which constitute Harassment in the 1st or 2nd degree or Stalking:

IT IS THEREFORE ORDERED THAT

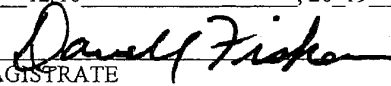
- ☒ A. The Defendant is restrained, prohibited, and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's family.
- ☒ B. The Defendant is restrained, prohibited, and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations: Any and All

- ☒ C. The Defendant is restrained, prohibited, and forbidden from communicating or attempting to communicate with the Plaintiff in any way.

The terms of this Order remain in effect until March 31, 2020, the date of the hearing on the attached Rule to Show Cause, and may be extended by this Court at that time for good cause shown.

AND IT IS SO ORDERED.

Entered at 3:30 p.m. on 12/10, 2019.


MAGISTRATE

VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE PUNISHABLE BY THIRTY DAYS IN JAIL, A FINE OF FIVE HUNDRED DOLLARS, OR BOTH, AND IS IN ADDITION TO OTHER CRIMINAL PENALTIES WHICH MAY RESULT FROM SUCH ACTION.

PURSUANT TO SECTION 16-25-125 OF THE SOUTH CAROLINA CODE OF LAWS, IT IS UNLAWFUL FOR A PERSON WHO HAS BEEN CHARGED WITH OR CONVICTED OF CRIMINAL DOMESTIC VIOLENCE OR CRIMINAL DOMESTIC VIOLENCE OF A HIGH AND AGGRAVATED NATURE, WHO IS SUBJECT TO AN ORDER OF PROTECTION, OR WHO IS SUBJECT TO A RESTRAINING ORDER, TO ENTER OR REMAIN UPON THE GROUNDS OR STRUCTURE OF A DOMESTIC VIOLENCE SHELTER IN WHICH THE PERSON'S HOUSEHOLD MEMBER RESIDES OR THE DOMESTIC VIOLENCE SHELTER'S ADMINISTRATIVE OFFICES. A PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN THREE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN THREE YEARS, OR BOTH. IF THE PERSON IS IN POSSESSION OF A DANGEROUS WEAPON AT THE TIME OF THE VIOLATION, THE PERSON IS GUILTY OF A FELONY AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN FIVE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN FIVE YEARS, OR BOTH.

TO LAW ENFORCEMENT OFFICERS:

Notwithstanding any other provision of law, the terms of this Order are enforceable throughout this State. S.C. Code Ann. § 16-3-1750(E). Any person who violates a provision of this Order is subject to a fine of \$500, thirty days imprisonment, or both. S.C. Code Ann. § 16-3-1770(C). Law enforcement officers shall arrest a defendant who acts in violation of this Order after service and notice of the Order have been provided. An arrest warrant is not required. S.C. Code Ann. § 16-3-1800.

COPY GIVEN TO PLAINTIFF BY _____ (initials)

COPY GIVEN TO DEFENDANT BY _____ (initials)

CERTIFIED COPY
DARRELL FISHER, JUDGE

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AFFIDAVIT OF SEAN E. ROACH

RECEIVED
MAR 06 2020
WEST GREENVILLE
SUMMARY COURTS

PERSONALLY appeared before me Sean E. Roach, who, after being duly sworn, deposes and states the following:

1. My name is Sean E. Roach. I am older than eighteen (18) years of age and am otherwise competent to make the statements in this Affidavit. The following statements are made based on my own, personal knowledge.

2. I worked for Propel HR in Greenville as an independent contractor from on or about October 22, 2018 to May 8, 2019, pursuant to an Independent Contractor Agreement, which was back-dated to November 1, 2018. I understand that the principal owners of Propel HR are Braxton Cutchin, his daughter, Lee Yarborough, and Paul Garrigan.

3. Early in my engagement as a consultant for Propel HR, I was interviewing current and former employees to get background about the company. After a couple of weeks, on November 16, 2018, I met with Mr. Garrigan and Ms. Yarborough to present my proposal for working with Propel HR. During that meeting Ms. Yarborough asked me what employees were saying about her. One of the things I mentioned to her was that some of the sales team stated that they felt like she "shit on everything" they brought to her. Later that same evening, I ordered two plastic poops from Amazon, with the note, "Hi Lee. Enjoy your gift. I hope this makes you laugh," as a joke for Ms. Yarborough in an attempt to defuse her obvious discomfort about the above-quoted phrase. Mr. Garrigan was in the car with me when I made the order from Amazon, and he agreed that he thought Ms. Yarborough would find it funny. The plastic poops were delivered to Ms. Yarborough on Monday, November 19, 2018. At 2:15 p.m. that day, Ms. Yarborough sent me a text messages with four

Sn

laughing-crying emojis, and the words "Thanks for my gift!" followed by a poop emoji. I responded "I just figured that if you don't want to approve anything you can send it back with a paperweight." Ms. Yarborough commented "Ha Ha" to my response. A copy of the text thread about this is attached hereto as Exhibit A. I did not mean anything threatening or offensive in sending this as a gag gift, and Ms. Yarborough's light-hearted response did not indicate to me that she was bothered by it.

4. At the end of January 2019, I was informed for the first time that Ms. Yarborough was "mortified" to receive the plastic poop gag gift from me. On January 30, 2019, I sent Ms. Yarborough an email apologizing and stating, "I now see that my attempt at humor to disarm the situation was a very poor choice on my part." A copy of the email thread between Ms. Yarborough and myself is attached hereto as Exhibit B.

5. I have never made a personal threat towards Lee Yarborough or any other owner, officer, employee, or agent of Propel HR. I have not even seen Ms. Yarborough or had any in-person contact with her since approximately May 8, 2019, other than the court meeting on December 2, 2019. The last time I communicated with Ms. Yarborough in any manner was a group text message on June 19, 2019, at 5:35 p.m. to her, Mr. Cutchin, and Mr. Garrigan.

6. After my sudden termination from Propel HR, Mr. Cutchin and Mr. Garrigan offered to buy out the remainder of my contract on Friday, May 10, 2019, by paying me the six months remaining on the one-year contract. We agreed to meet on Monday, May 13, 2019, at 2:30 p.m. at Mr. Cutchin's house to talk through the details of my severance agreement.

7. I received a text message from Mr. Garrigan on Mothers' Day, Sunday, May 12, 2019, at 4:20 p.m., stating, "Sean, I want to let u know that you and [Roach's son] has been on my mind



all weekend. And even on this Mother's Day in memory of [Roach's deceased wife]. I pray and we can make things work out for all of us and continue to be friends. You have been a very positive influence in my life in such a short period of time. I want more than anything to continue our friendship." Mr. Garrigan and I spoke by phone later that evening, which I thought was very positive in terms of reaching an amicable resolution regarding the separation of my employment with Propel HR.

8. On Monday, May 13, 2019, at 12:08 p.m., I received another text message from Mr. Garrigan stating that our scheduled meeting had been called off. I received an email from Ms. Yarborough at 5:08 p.m. on May 13, 2019, formally terminating my employment. The email stated, in part, "I realize that it was not always easy working with us, but please know that you did challenge us and provide us valuable insight. Thank you especially for your hard work surrounding Salesforce. I realize that required lots of time and attention. I appreciate you getting us off to a great start. We all wish you the very best and the best for [your son] too. I know you are a proud father, he is a sweet boy. Thanks, Lee Yarborough."

9. The termination letter indicated that I would be paid for the thirty (30) day notice period provided for in the contract, as well as commissions for the new clients I contracted with for Propel from March 1, 2019 for which I had not yet been paid commissions. Propel did not pay me the six-month severance that Mr. Cutchin and Mr. Garrigan had promised me, and they did not even pay all of the commissions they had promised.

10. I have never conducted any type of surveillance of Ms. Yarborough or anyone at Propel HR. My references to having "heard" things in their office meant that I was hearing reports from current and former employees of Propel HR about what was occurring in the office after my

termination.

11. During my employment with Propel, I used my own, personal lap-top in connection with my job duties, responsibilities, and assignments. I do not have access to Propel's computer system and have not accessed or attempted to access any of Propel's confidential data since my termination.

12. I was not involved in procuring or setting up Propel HR's computerized surveillance system and do not know anything about the smartphone app that reportedly controls the system. I have never touched Ms. Yarborough's phone. I do not know anything about the set-up of Propel HR's surveillance system, and do not even know how many cameras they had installed.

13. I was contacted by Detective Drew Palmer of the City of Greenville Police Department on or about June 20, 2019, about "some uneasiness" that my departure from Propel HR had caused. Detective Palmer requested that I not have any communication with any Propel HR employees. I followed up with a call to Detective Palmer, who was very friendly and indicated that he hoped everything could be resolved amicably in the civil courts through attorneys.

14. I told Detective Palmer that I felt that Mr. Cutchin had made some threatening remarks towards me, had been disparaging me to others, had hired a private investigator to try to dig up dirt on me, and that someone from Propel HR had attempted to access my bank accounts on several occasions after my departure from Propel HR.

15. Although I live a few blocks away from Ms. Yarborough, since my termination from Propel HR, I have never been in Ms. Yarborough's yard or anywhere near her house. In fact, when I was helping my son sell cookie dough as a fund-raiser for his school last fall, we did not even go on Ms. Yarborough's street, or the parallel street across the park from Ms. Yarborough's house, out

of an abundance of caution.

16. I have never “ranted” about Ms. Yarborough to anyone in my neighborhood. I do recall seeing one of our neighbors, Laura Saunders, one time in late August or early September while I was walking my dog on Brookside Way. She ask how I was doing, and I told her that I was no longer doing any work for Propel HR. I recall telling Ms. Saunders that the company had a lot of turnover in its employees recently, but I never made any type of threatening or slanderous remarks about Propel HR or its owners. I understand that Ms. Saunders is a magistrate or municipal court judge in Simpsonville.

17. On November 13, 2019, I was contacted by Detective Dempsey from the City of Greenville about Propel HR. I called Detective Dempsey back on November 18, 2019, and told him that I had recently found a note on the back door to my house stating, “Make it stop, or you’ll be stopped.” I also informed him that my credit had been run and that Propel HR had attempted to access my bank account on several occasions. I know that it was someone at Propel HR because they are the only ones who have my company’s EIN and the account number, because that is where my paychecks form Propel HR were deposited.

18. During the first court meeting in this case on December 2, 2019, I attempted to contact Wes Few several times by email and by phone to comply with the Court’s instructions to the parties to draft a mutual no-contact order to be submitted before the end of the week. Mr. Few never responded to my email and voicemail messages. I was very surprised to learn that the Court had entered an Ex Parte Temporary Restraining Order on December 5, 2019, without any additional input from me. I was served with a copy of the TRO on December 13, 2019, which I believe had an incorrect date of March 31, 2019 for the next hearing.

19. On January 5, 2020, at 8:03 a.m., I was served with a second copy of the Restraining Order and a federal Summons and Complaint in the case of Propel PEO, Inc. et al. v. Sean Eric Roach et al., Civil Action No. 6:19-cv-03546-HMH-KFM, which case was filed on December 20, 2019.

20. On February 24, 2020, I was contacted by two Postal Inspectors, who informed me that they had recently received a complaint from Propel HR about the mailings involving the company and that federal crimes may have been committed in connection with the mailings.

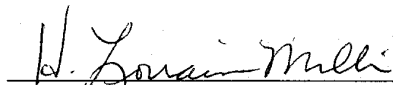
21. I have been advised by a criminal defense attorney not to discuss anything else about the mailings in light of the pending criminal investigation.

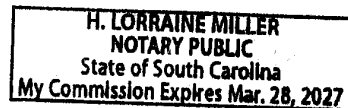
FURTHER AFFIANT SAYETH NOT.


Sean E. Roach

SWORN and subscribed before me,

this 9th day of March, 2020

 (L.S.)
Notary Public for South Carolina



My commission expires: 3/28/2027

Exhibit A

Z Lee

iMessage
Nov 19, 2018 12:15 PM



Thanks for my gift! 🥰
Happy thanksgiving. Hope you
are having fun with your family!



I just figured that if you don't
want to approve anything you
can send it back with a
paperweight!



They sent me two!!! Not sure if
you ordered two but they
thought I was extra special! 🥰



Yes I got you two... I know how
busy you are!

Exhibit B

From: Lee Yarborough lee@propelhr.com
Subject: RE: Sorry!!!
Date: January 31, 2019 at 9:17 AM
To: Sean Roach sroach@propelhr.com

Thank you for this email. We definitely have different communication styles, however I do not think you were acting with bad intent. It is important that you understand that we are not big like your past organizations and our decision making is not done lightly. We take time to review things and the correct team is gathered to make sure the decisions made are best for the organization as a whole. When we have not done this, mistakes have been made.

I know that you have our interest in your mind, but there are factors beyond just that when making a decision. I do not like to feel bullied into making a decision and this whole process has been unnerving to me. I realize that you were taking this personally and I hope you realize that we don't mean anything personally. Decisions of this financial impact and the resources of time are made based on true value and ROI. I do see the value in the applications and services, but other factors have to be considered in the process which I do not feel were discussed or thought of. The approach could have been entirely different with pros/cons and truly discuss how this would benefit the team and evaluate the time requirements to make this work. Instead it was presented on a Friday late afternoon with pressure that it had to be done in less than a week.

If we go forward with the implementation, I do feel that you will be a valuable part of the process. You have a skill set and experience that will help. I am asking that you not assume you know our business processes and get our experts involved. This is an opportunity that our team can better define the best practices, but this can not be a time for one person to come in and decide how it should be done. I trust our team and know they have valuable experience. They need to be listened to and consulted with. I feel confident that you will look to them for the area expertise.

Let's just move forward and not keep this over our heads. There is too much work to be done. I do appreciate your passion and hard work.

Thank you,

Lee Yarborough

President | [Propel HR](#)

(864) 679-6055 (direct) | (864) 386-6361 (cell)

[LinkedIn](#) | [Twitter](#) | [Facebook](#)

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From: Sean Roach

Sent: Wednesday, January 30, 2019 11:58 PM

Sent: Wednesday, January 30, 2019 11:36 PM

To: Lee Yarborough <lee@propelhr.com>

Subject: Sorry!!!

Lee,

I am so sincerely sorry!

In working with Rebecca the other day on ways I could work better with you and allow you to trust me, it raised issues that were brought to my attention this afternoon and for that, I am sincerely sorry.

In November when working with you and Pual late on a Friday night, I told you what I had heard from a few people at PropelHR during my investigation phase. During that description and debriefing to you and Paul, the words "You shit on everything" came up and at that time I saw you were stunned and shaken by this account of what was said to me. As the conversation continued I could see it really bothered you to the core. As a way to defuse it, I choose to use humor, and I choose poorly in sending you fake poo to make light of the issue. Not really knowing you, I now see my attempt at humor to disarm the situation was a very poor choice on my part.

Then again in January when you and I were talking about what I did for PropelHR, I used the term "Business Colonoscopy" to which you replied "I think you have an issue with poo." and I should have seen with my background that yet again I offended you.

And for all of this, I am sorry. Very Sorry!

I have not cried in a while, but hearing this tonight brought me to tears. Yes, I am a softy and those that care about I really care what they think about me. Add that to also letting someone down... This is a big BIG deal to me and I feel I have let you down.

I left your office today so deflated and gutted thinking that I hurt you in any way.

I have wondered a few times since November, if you were fully on board having someone like me as a strategist or if this was a pass from pressure with your dad and maybe Paul to just move on and see if it worked.

If the latter is the case and I am causing you any stress or others any stress on the Executive team, I will humbly resign effective today and move on.

I have only wanted the best for PropelHR. I have from the start seen so much opportunity with this company and the family that has built it. It is this reason I turned down other opportunities to help this company become the \$10-\$15 million dollar company I know it is, in a short time.

Yet during my short time, I have never wanted to be seen as Stress, a Problem, or Stepping on anyone's toes/area. This is why it was so important to me in our November talks to explain an entirely holistic approach to the company around Sales and Revenue strategy that I would be doing. To accomplish this it requires looking at all areas of the company as each part works with or affects the others in both good and bad ways.

Again, I am so sorry I did not see or recognize this sooner the pain and stress I have caused you.

I would love to move forward, have an Amazing relationship with you and everyone on the executive team, and help take PropelHR to the next level.

I would love to have you trust me as a new fresh look at things, knowing that I need my reins pulled back every now and then and that I give advice and its not always the best decision for PropelHR.

I would love to help sales smash the sales goal of \$1.2 million for 2019, find and fix revenue bleeds, and

make sure money spent is like spending my own money.

Most important is I would love for you to be Happy with me and see me as an asset to your family and company.

Please let me know what you decide so I can either move forward with you & PropelHR or work on a smooth transition for all.

All my best,
Sean Roach

All My Best,
Sean Roach
Business Strategist for PropelHR

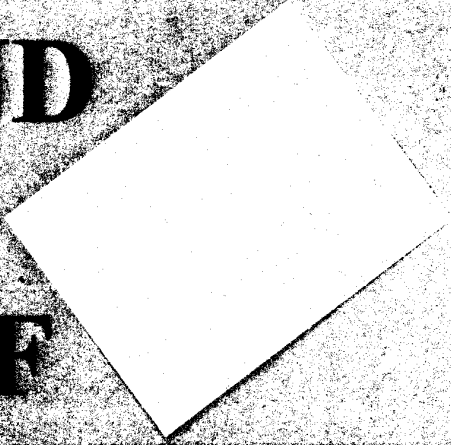
"Every relationship needs two basic things, Trust and Communication. If you don't Communicate you lose Trust and if you lose Trust you stop Communicating.

The next thing you know, you said to meet somewhere with an "S". You are in Singapore and I'm in Seattle and neither of us can figure out WHY." --Sean Roach

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END



OF

FILING

STATE OF SOUTH CAROLINA) IN THE MAGISTRATES COURT
COUNTY OF GREENVILLE) WEST GREENVILLE SUMMARY COURT

LEE YARBOROUGH,
PLAINTIFF,
V.
SEAN ERIC ROACH,
DEFENDANT.

C.A. No.: 2019-OR-23-10100014

**COMPLAINT AND MOTION
FOR RESTRAINING ORDER
(Harassment and Stalking)**

RECEIVED
DEC - 5 2019
WEST GREENVILLE
SUMMARY COURT

Plaintiff Lee C. Yarborough ("Plaintiff"), complaining of the Defendant Sean Eric Roach ("Defendant"), by way of this Verified Complaint asserting her claims under S.C. Code Ann. § 16-3-1700 *et seq.* (2005, as amended and known as "Mary Lynn's Law"), would respectfully show unto this Honorable Court and allege as follows:

1. The Plaintiff resides in Greenville County, South Carolina, and she has lived in the County most of her adult life. Plaintiff's parents grew up in Easley and she was born and raised primarily in Greenville. Since approximately 2006, Plaintiff's residence address has been at 16 Heather Way, Greenville, South Carolina 29605. Plaintiff resides at this address with her Family and pets. Plaintiff's place of employment is known as Propel HR, which is located at 669 North Academy Street, Greenville, South Carolina 29601.

2. Defendant, on information and belief, resides at 34 Douglas Drive, Greenville, South Carolina 29605. Defendant's residence is approximately 0.3 miles from the Plaintiff's residence. On information and belief, Defendant has resided at this address for approximately one year.

3. Defendant knows where the Plaintiff lives and works. Defendant is also aware that the Plaintiff and her family are members of the Greenville Country Club, and that she sometimes attends the YMCA facilities on Cleveland Street, also known as the Caine Halter YMCA.

4. On information and belief, Defendant is aware that Plaintiff's husband, Hubert Yarborough, works at FAVOR Greenville, with his office located at 355 Woodruff Road, Suite 303, Greenville, South Carolina 29607.

5. Plaintiff received a diploma from Lakeside High School. After graduation from high school, she attended Vanderbilt University from 1989 to 1993, earning a Bachelor of Arts in History.

6. In 1996, Plaintiff and her father, Braxton Cutchin, founded Propel HR. The company's mission is to provide valuable human resources outsourcing solutions through client-focused partnerships.

7. Since its founding, Propel HR has achieved its goals of creating successful and thriving business partnership, has expanded its lines of service, and grown to employ over three dozen people.

8. Plaintiff is presently the President and one of the principal owners in the assets and interests of Propel PEO, Inc. ("PEO"), and Propel HR, Inc. ("HR"), each of which is a corporation organized and existing according to the laws of the state of South Carolina. (Hereafter, PEO and HR may be collectively referred to as "Propel" or "Propel HR.").

9. Propel PEO, Inc. is a professional employer organization licensed by the South Carolina Department of Consumer Affairs as well as a certified professional employer organization ("CPEO") certified by the Internal Revenue Services.

10. Propel HR has expended considerable time and resources developing its good name and reputation for service in the local community, built upon its guiding principles of Integrity, Excellence, Growth and Stewardship.

11. Propel HR is accredited by and holds an "A+" rating from the Better Business Bureau®. Propel HR has also been named Small Business of the Month by the Greenville Chamber of Commerce.

12. Since founding Propel HR, Plaintiff has been active in the local community, as well as within the PEO and HR industry, including but not limited to the following:

- serving on the Board of Directors (currently as Vice Chair) of the National Association of Professional Employer Organizations (NAPEO), which is intended to be the Voice of the PEO¹ Industry;

- serving as Chair for the NAPEO Carolinas Leadership Council;
- In 2015, was named a Fellow in the 11th class of the Liberty Fellowship Program, and a member of the Aspen Global Leadership Network;
- serving currently on the Board of Public Education Partners; and
- founding and serving as director of Read Up Greenville, a young adult and middle grades book festival in downtown Greenville, South Carolina.

13. Plaintiff and her company, Propel HR, value and enjoy their excellent reputation for business acumen, community service, and good character.

¹ According to the NAPEO, PEOs provide payroll, benefits, regulatory compliance assistance, and other HR services to small and mid-sized companies.

14. Mr. Roach, and his company, Idea Catapult, LLC,² by virtue of the now terminated consulting relationship with Propel HR (EXHIBITS 2-4), on information and belief, is and was well aware of Plaintiff's ownership interests in Propel HR, and the extent of her ownership. As such, the Defendant knew that any action taken adverse to Propel HR, is also directed at Plaintiff personally as the owner and one of the founders of Propel HR.

15. Propel HR is in possession of all rights associated with the federally registered trademark, granting exclusive rights in the mark PROPEL HR, specifically including but not limited to all rights for goods and services, including "[s]erving as a human resources department for others; human resources management services, namely, administration of payroll processing and employee wages, time and labor tracking, and employee leave of absences; human resources consultation; [and] [c]laims administration in the field of workers' compensation; financial administration of master 401(k) plans and Section 125 plans," known and identified in the Patent and Trademark Office as Registration No. 5,284,048 (hereafter "PROPEL HR" or "Trademark").

16. The PROPEL HR / Trademark / name has been in continuous use by Propel HR since at least as far back as April of 2007. In addition to the Trademark, and as shown on its web-site, Propel HR also uses the phrase or tagline, "Business Forward," as part of its tradename, and in the promotion of its services to existing and prospective clients and customers.

17. Plaintiff is informed and believes that the Defendant's "unauthorized use" use of Propel HR's Trademark, Propel HR, as described and set forth herein with respect to at least the eight (8) mailings identified below (EXHIBITS 5-12), is a violation of federal law, including but

² See EXHIBIT 13, Twitter profile of Defendant and his company, Idea Catapult.

not limited to the Lanham Act, 15 U.S.C. § 1125, and the Roach Confidentiality Agreement (EXHIBIT 2), as specifically prohibited at Paragraph 7.³

18. These malicious and illegal uses constitute infringement, tarnishment, and / or dilution and cannot be considered to serve any useful or legitimate purpose.

19. In addition to owning exclusive rights in the PROPEL HR / Trademark, Plaintiff and Propel HR have spent considerable resources developing their good names and reputations for professional services in the local, regional and national business communities.

GREENVILLE NEWS - ADVERTISEMENT BY DEFENDANT

20. On or about October 7, 2018, representatives of HR and / or PEO saw an advertisement in the Greenville News, entitled, "IT WASN'T A SHARK THAT KILLED HER! It was much worse ..." This advertisement is attached here as Exhibit 1, and as shown in the grey shaded box at the bottom right, the advertisement concluded by stating, "Widowed Dad Wants to Work For You," and set forth what turned out to be contact information for the Defendant, Sean Eric Roach, at a telephone number of 864-447-5445.

21. After seeing this advertisement, representatives of Propel HR contacted Mr. Roach and he quickly began selling his proposed sales services.

22. Sometime after this advertisement was run and contact was made with Mr. Roach, he attended a Kronos conference / event in Las Vegas, Nevada, with Plaintiff's brother, Rob Cutchin, and business partner, Paul Garrigan, and Paul's spouse. Paul is also a principal / owner of Propel HR, and Rob also works for the Propel HR.

³ Para. 7 of the Roach Confidentiality Agreement, provides: "7. No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder."

23. Mr. Roach represented that he was from Las Vegas and apparently entertained Rob and Paul and Paul's wife while they were in Nevada.

ROACH AGREEMENTS, THREATS AND TERMINATION

24. On or about October 29, 2018, Sean Roach as CEO of his company, Idea Catapult, LLC, entered into a Confidentiality and Non-Disclosure Agreement with Propel HR (hereafter "Roach Confidentiality Agreement," attached here as **Exhibit 2**).

25. On or about November 1, 2018, Sean Roach individually and his company, Idea Catapult, LLC, entered into an Independent Contractor Agreement with Propel HR (hereafter "Roach IC Agreement," and attached as **Exhibit 3**) (The Roach IC Agreement and the Roach Confidentiality Agreement may hereafter be referred to collectively as the Roach Agreements).

26. In or around January of 2019, Mr. Roach began a very aggressive and concerning push to get Propel HR to purchase a very expensive Customer Relations Management ("CRM") system, known as Salesforce. One of the reasons Defendant used to "uncomfortably urge" Propel HR to purchase this CRM system was that he had arranged a deal through some alleged expert Salesforce implementation consultants.

27. In or around January and February of 2019, Mr. Roach approached Plaintiff and represented that the Propel HR sales team felt like Plaintiff "sh%t," on them. This made Plaintiff feel very, very uncomfortable as Defendant knew that the Plaintiff does not speak that way in the office. After this incident and verbal exchange, Mr. Roach mailed Plaintiff a package containing two plastic "poops," each resembling an actual pile of feces. Mr. Roach somehow knew when the Plaintiff had opened the package, and almost immediately thereafter contacted Plaintiff electronically to ask if she liked it.

28. Mr. Roach later sent a supposed apology email, apparently knowing the poop package was not well received. Plaintiff did not know how to respond and was very upset at that time.

29. Among other things that caused the Plaintiff concern, around this same time, Defendant insisted on telling Propel HR employees that he was “performing a colonoscopy” of the company. This characterization was not provided for in any of the Roach Agreements and Defendant knew it was not well received by the Plaintiff.

30. On May 13, 2019, for good cause, Propel HR exercised its right to terminate the Roach Agreements. Propel HR sent a termination letter to Mr. Roach on May 13, 2019, and stated, in part: “As a reminder, the terms of that certain Confidentiality and Non-Disclosure Agreement signed by Propel and Contractor on October 29, 2018, remain in effect for a period of five (5) years. In addition, the provisions on the non-solicitation of clients set forth in paragraph 9 of the Agreement remain in effect for a period of twelve (12) months following the termination of the Agreement.”

31. Around the time of the impending termination of his contractual relationship with Propel HR, Mr. Roach told Propel HR representatives that he would go “nuclear” on them, and also began sending threatening messages to Propel HR employees, including the following to Propel HR Executive team members:

- Sent a text message on or about May 14, 2019, to Paul Garrigan, a principal in Propel HR, stating, “Told you last night I wanted to end this and right, not go to battle,” and “I’m seeing red!”;
- Sent a text message to Plaintiff’s father, Braxton Cutchin, on or about June 14, 2019, stating, “And know this will become a game for me to Right this Wrong you have caused! I will

play this Game for Years to come (I have not even started to play), I know you know I am competitive and play to Win, and since you are saying you want to hurt me, you will have to kill me to end the game!" (underline emphasis added);

- Sent a text message to Braxton Cutchin, Paul Garrigan, and Plaintiff on June 19, 2019, stating he "heard" them in their offices at Propel HR.

32. In addition to the above described threats to Propel HR Executive team members, Mr. Roach also communicated with current or former Propel HR employees, as follows:

- contacted multiple employees stating he would get them a job with another company and that Propel was in trouble. He spread untrue information to employees and harassed them;

- contacted an employee by telephone and then sent a text message on or around June 11-13, 2019, insinuating that he was watching propel HR employee actions and listening to conversations in Plaintiff's offices, stating he could not "get my popcorn fast enough to watch," and also stating he could not hear as well in certain parts of the office building, causing employees to ask that Propel HR lock the front door to the building during the workday for fear of the Defendant;

- Contacting an employee and stating, "detriment was coming to Propel," and also that he could find her a better place to work. Mr. Roach again stated that he "knows, hears, and sees more than anyone knows," and that his "goal is to crush the company and I'm good at what I do"; and

- Stated to an employee on or about May 25, 2019, that he was "taking Propel down piece by piece."

33. Needless to say, Plaintiff and other Propel HR employees and members of the Executive Team were very concerned after being made aware of the above-identified

communications, and, in hindsight, feel a Restraining Order should have been obtained at that time.

34. Due to growing concerns about the communications from Mr. Roach after the termination on May 13, 2019, Propel HR engaged outside counsel to send a cease and desist letter. Attached here as Exhibit 4 is the letter sent to Mr. Roach and his company, Idea Catapult, LLC, from Propel HR's outside counsel at the Ogletree Deakins law firm, dated June 18, 2019.

35. Among other matters as set forth in the letter, including to cease and desist communications with Propel HR clients and employees, Propel HR reminded Mr. Roach regarding the Roach Confidentiality Agreement (EXHIBIT 2), as follows:

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession.

36. Mr. Roach responded to Propel HR's counsel making threats of a breach of contract claim, yet he continued to violate the Roach Confidentiality Agreement by not returning the Confidential Information belonging to Propel HR, as required by Paragraph 6 of the Roach Confidentiality Agreement (EXHIBIT 2).

37. If Mr. Roach felt he had any legal recourse or a problem with the way his and his company's relationship with Propel HR was terminated, specifically via the Roach Agreements, he could have and should have conferred over the matter and / or filed a civil lawsuit to enforce any allegedly breached provisions of the Roach Agreements (Exhibits 2-3).

38. Instead, Defendant has engaged in a malicious campaign against the Plaintiff and her company, made possible only by his blatant disregard for and intent to violate applicable legal provisions, including but not limited to:

- (i) Lanham Act, 15 U.S.C. § 1051 *et seq*;
- (ii) Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq*;
- (iii) Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq*;
- (iv) S.C. Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq*;
- (v) S.C. Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq*;
- (vi) The Roach Confidentiality Agreement (EXHIBIT 2); and
- (vii) The Roach IC Agreement (EXHIBIT 3).

39. Based not just on the fact that the eight mailings described below were mailed to Propel HR clients, but also included the last 4 digits of some of those client's EIN / TIN (*see* originals / unredacted copies of EXHIBITS 5-12), Defendant, at a minimum, has illegally accessed and used Propel HR's confidential information in violation of the Roach Confidentiality Agreement (EXHIBIT 2), specifically at Paragraphs 1 and 2.

40. Defendant never sought or obtained permission from Propel HR to use their Confidential Information at any time after termination of the Roach Agreements.

41. Defendant knew he intended to use this Confidential Information improperly, and that is why he did not return it to Propel HR as he was contractually bound to do.

42. If not for Mr. Roach's unauthorized access and use of Propel HR's confidential and protected computer systems and data in violation of the Roach Agreements, he could not have sent the mailings described herein, and he also could not have conducted unauthorized surveillance of the Plaintiff and other Propel HR employees.

SURVEILLANCE BY ROACH

43. Also, as a result of these actions by Mr. Roach, specifically his stating and bragging that he could still “hear” and “see” Plaintiff and other Propel HR employees, Propel HR took steps to ensure it had additional security measures in place, up to and including hiring security to protect the Plaintiff, her family, friends and co-workers.

44. Plaintiff is informed and believes that Mr. Roach accessed and continued to access Propel HR’s in-office computer operated security cameras through a smartphone app without authorization from Propel HR.

45. When this computerized surveillance system was initially installed in the Propel HR offices and prior to the termination of the Roach Agreements, Defendant went out of his way to show Plaintiff how to use the app to access the surveillance camera footage.

46. Defendant claimed to others, including Propel HR employees, knowledge of facts that suggested he could see Plaintiff moving about in the Propel HR office. Once Propel HR took down that method of access, Defendant no longer stated he could see Propel HR personnel moving around in the office.

47. As a result of these alarming and harassing actions, on or about June 20, 2019, the Greenville City Police were notified, Detective Drew Palmer, and they opened Case # 19-37907.

48. On information and belief, Detective Palmer contacted Mr. Roach and advised him to not contact anyone from Propel HR. Defendant was also told by Detective Palmer and by Propel HR’s attorney (EXHIBIT 4) to cease contact with Propel, yet he has continued to contact Propel employees and former employees, and to harass and annoy clients .

49. Mr. Roach has also ranted about Plaintiff to her neighbors. Plaintiff does not feel safe walking in my own neighborhood, where she has lived since 2006.

50. These actions by Mr. Roach show a pattern that he is attempting to smear Plaintiff's image and the image of Propel HR, as he has stated his goal is he wanted to "destroy Propel," and he "wanted to take Propel down."

51. These actions of Mr. Roach have caused an unreasonable intrusion into the Plaintiff's private life, as he has contacted her neighbors.

52. One of the cards described below references "college girls" (EXHIBIT 10). Mr. Roach knows Plaintiff's oldest daughter is a senior in high school and this was considered a threat towards Plaintiff and others in her family.

53. These actions and offensive intrusions into the private life of the Plaintiff by Mr. Roach violate law, and serve no legitimate purpose. There is no legitimate purpose to try to "take Propel down" and potentially hurt not only Plaintiff, but employees and clients of Propel HR.

54. On information and belief, Defendant has also stated his intention to drive clients away from Propel HR, likely to competitors where former Propel HR employees now are employed and are known to have violated provisions in their agreements with Propel HR. It is not known at this time if any of the targeted Propel HR clients have left or will leave and take their business elsewhere due to the actions of Mr. Roach. One example of the harm these actions by Roach have caused the Plaintiff and Propel HR, is set forth in the attached letter from a Propel HR client, The Furman Co., dated November 27, 2019 (EXHIBIT 14), stating:

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/ 31/ 19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

55. This situation has caused Plaintiff to suffer tremendous mental and emotional distress, including anxiety, weight loss, and constant fear. As a result, Plaintiff has had to go see her doctor on November 8, 2019, and was prescribed medications to assist her with handling the situation.

PAST ALLEGATIONS OF PROPERTY DAMAGE, HARASSMENT

56. Defendant, on information and belief, is very experienced in the use of and installation of security systems. Defendant talked about and showed Plaintiff and others at Propel the security systems, including cameras in almost every interior room, he allegedly had in place in his home in California at 58 Calle Manzanita, Rancho Mirage, California.

57. On information and belief, Defendant lived at this address above from approximately December of 2015 to June of 2018. See e.g., Kimmes et al v. Metaweb, LLC, the SPR Living Trust, and Sean Roach, PSC-18-04531, filed July 31, 2018, pending in Riverside County Superior Court (the "California Lawsuit").

58. According to the allegations in the California Lawsuit, Mr. Roach caused hundreds of thousands of dollars in damage to the property, quoting from Paras. 18-22, as follows:

18. On June 19, 2018, the foreclosure sale occurred. On June 20, 2018, PLAINTIFF took possession of the Property and discovered that META WEBS, SPR and ROACH stolen all of the interior doors and cabinet doors and glass shelves in living and dining room; stole all of the appliances in the house and casita including the dishwasher, washer, dryer, refrigerator and microwave; stolen all of the closet organizers and tile and glass doors from the showers; stolen all of the interior and exterior lighting fixtures; stolen all of the fireplace glass; outside fire pit table and all of the outdoor screens. META WEBS, SPR and ROACH also emptied the pool and threw urine and debris all over the Property.

19. METaweBS, SPR and ROACH also failed to maintain the interior and exterior of the Property inclusive failing to fix water leaks, water damage and black mold, maintain the carpet, wall coverings and interior and exterior paint. META WEBS, SPR and ROACH also failed to maintain the pool and spa and all exterior custom landscaping.

20. To date, PLAINTIFF has suffered losses of having to pay off the HERO Loan of \$100,000.00, the payment of taxes and insurance of 30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

21. On numerous occasions, PLAINTIFF has demanded that METaweBS, SPR and ROACH pay PLAINTIFF the amounts due on the HERO Loan of \$100,000.00, taxes and insurance of \$30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

22. META WEBS, SPR and ROACH have refused PLAINTIFF'S demands.

59. According to news reports, Mr. Roach was involved in litigation in Las Vegas years ago, where he was accused of "defaming" and "trespassing on" property, as well as "engag[ing] in a malicious campaign of lies, stalking and personal attacks to cause [his adversary] emotional distress."

60. In reports related to that lawsuit in Nevada, Defendant was also apparently accused of "persuading [his adversary's] customers to not patronize his seminars," and also having a "personal vendetta."

61. While it is not known if the allegations in the California Lawsuit or the Nevada lawsuit are true, those lawsuits show that the Plaintiff has previously been accused of the same type of abusive and illegal conduct he has directed toward Plaintiff here in Greenville, South Carolina.

62. On information and belief, Mr. Roach has had other very uncomfortable run-ins / encounters with people since he moved to Greenville, South Carolina, causing them to sever ties with the Defendant due to fear of his conduct and actions.

63. Prior to receiving notice of the mailings described below, Plaintiff and others at Propel HR had heard through current and / or former employees that Mr. Roach had stated to them that he was going to be sending out some defamatory mailings, but Propel HR had no way to know when or how this would be done. At least one such source has advised that they were actually shown one or more of the proposed mailings by Mr. Roach.

THE SEVEN EIGHT MAILINGS

64. Beginning on or about October 31, 2019, and running through as recently as Monday, December 2, 2019, the following eight (8) mailings have been sent to Propel HR clients and customers, Plaintiff's neighbors, PEO industry associations for which the Plaintiff serves on boards, and trade associations.

65. **Exhibit 5** - On or about October 31, 2019, numerous clients of the Plaintiff's company contacted representatives of the companies to advise of receipt of an item in the U.S. Mail ("1st mailing"). Reporters of this information received an envelope with printouts of confidential resignation letters from former employees, Angela Tyler and Arron Drye. These 1st mailings originated from Jackson, Mississippi. The outside of the envelopes included a picture of a postcard ("2nd mailing") containing the name of the Plaintiff Lee Yarborough, the Propel HR

federally registered trademark, and purporting to depict the Plaintiff as associated with illegal and / or offensive conduct, including "racism," and workplace discrimination, including allegations of "hostile work environment," and "sexual harassment (if you are good looking)" (hereafter "The Help" letter or "1st" mailing). A representative copy of this 1st mailing is attached here as **EXHIBIT 5**.

66. This 1st mailing included a fictitious return name in Jackson, Mississippi, and apparently used the address of a legitimate business without their permission. The letter was sent to Propel HR clients, board members of a national trade association (NAPEO), board members of a partner trade association, and to the nearby Greenville Country Club.

67. These inflammatory allegations are all false, as Propel HR has never even been sued for employment discrimination. Any such claims that may have been asserted are either unknown to Plaintiff, or were resolved in favor of Propel HR.

68. Mr. Roach knew those allegations were false and unfounded, and that he had no evidence to support them. Yet he represented those illegal acts as fact, and attempted to confuse Propel HR clients, as well as Plaintiff's friends and neighbors by creating the mailing to suggest it originated from Propel HR in an effort to harm the company, and to intimidate and harass the Plaintiff.

69. After the first mailings were sent, Plaintiff contacted police and met with Greenville City Police, Detective Jim Dempsey, Case #19-71817.

70. **Exhibit 6** - On or about October 31, 2019, representatives of the Plaintiffs were made aware of an actual postcard (first postcard, and "2nd mailing"), a copy of which was on the outside envelope of the first mailing, with the same "The Help" message and using the Propel HR name and registered trademark. This 2nd mailing was apparently mailed separately

from the 1st mailing / The Help letter, and apparently sent to all the recipients of the 1st mailing and also to hundreds of Plaintiff's neighbors in and around the Plaintiff's residence at 16 Heather Way and around the Greenville Country Club. This postcard included a super-imposed image of the Plaintiff on it, as well as Plaintiff's name, in a manner that was obviously intended to harass, intimidate, and defame the Plaintiff. A representative copy of this 2nd mailing is attached here as **EXHIBIT 6.**

71. This 2nd mailing / The Help post card included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

72. **Exhibit 7** - On or about November 4, 2019, representatives of the Plaintiff were made aware of a second postcard ("3rd mailing") which we may also describe and refer to as "The Jerk." This postcard depicted an image of a current employee of the Plaintiff's company, as well as the Propel HR name and trademark. This card specifically singled out a Propel HR employee that Mr. Roach disliked and often stated how much he disliked this person. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 3rd mailing is attached here as **EXHIBIT 7.**

73. This 3rd mailing / The Jerk postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

74. **Exhibit 8** - On or about November 11, 2019, representatives of the Plaintiff were made aware of a third postcard ("4th mailing") which we may also describe and refer to as "The Invitation." This postcard was a random image but did contain the Propel HR name and trademark. This card referenced client information, and also accused the Plaintiff's company,

Propel HR, of illegal actions and conduct, including a hostile and harassing workplace. This card was apparently mailed to all of the recipients of the 1st mailing. A representative copy of this 4th mailing is attached here as EXHIBIT 8.

75. This 4th mailing / The Invitation postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

76. Exhibit 9 - On or about November 12, 2019, representatives of the Plaintiff were made aware of a fourth postcard ("5th mailing") which we may also describe and refer to as "The Party." This postcard was a random image but did contain the Propel HR name and trademark. The back of this card had the same information as was included on the 4th mailing. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 5th mailing is attached here as EXHIBIT 9.

77. This 5th mailing / The Party postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

78. Exhibit 10 - On or about November 18, 2019, representatives of the Plaintiff were made aware of a fifth postcard ("6th mailing") which we may describe and refer to as "Adult Entertainment." This postcard was apparently a random image but did contain the Propel HR name and trademark, and it did purport to depict a representative of Propel HR, namely the Plaintiff's father Braxton Cutchin, by apparently cropping an image of his face onto the image on the mailed postcard. This card was apparently mailed to all of the recipients of the first mailing and also to hundreds of the Plaintiff's neighbors. The contents of this 6th mailing / postcard referenced a "Christian woman-owned Company," in an obvious attempt to further intimidate,

harass and defame the Plaintiff. A representative copy of this 6th mailing is attached here as

EXHIBIT 10.

79. This 6th mailing / Adult Entertainment postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

80. **EXHIBIT 11** - On or about November 22, 2019, representatives of the Plaintiff were made aware of a 7th mailing which we shall refer to as "Thanksgiving Card." This card contained images of five current staff of Propel as well as an image of the "Grim Reaper," which is well known to be a symbol of death. It also contained the Propel HR name and trademark. This card was apparently mailed to all of the recipients of the 1st mailing, and some neighbors. A representative copy of this 7th mailing is attached here as **EXHIBIT 11.**

81. In an apparent attempt to use a confusingly similar tagline, this 7th mailing / Thanksgiving Card (**EXHIBIT 11**) includes the following text: "Business Backward."

82. In contrast, the postcards / mailings identified above as **EXHIBITS 6-10** all included Propel HR's common law trademark / tagline, "Business Forward."

83. **EXHIBIT 12** - On or about December 2, 2019, representatives of the Plaintiff were made aware of an 8th mailing which we may describe and refer to as the "EIN Card." This card contained what appears to be an Employer Identification Number / Tax Identification Number (EIN / TIN), and contained the text on the back as shown below (bold emphasis in original). This 8th mailing / EIN Card again contained the Propel HR name and trademark, suggesting the mailing originated and / or was authorized by the Plaintiff's company. At this time, it is not known the extent of distribution of this 8th mailing / EIN Card. It is known that this card was mailed to clients of the Plaintiff's company.

84. This EIN Card appears to have been mailed on November 29, 2019, which the Plaintiff believes is after the time that the Defendant had received notice of this action seeking a Restraining Order. A representative copy of this 8th mailing is attached here as EXHIBIT 12.

85. This 8th mailing / EIN Card postcard, just like the 2nd, 3rd, 4th, 5th, and 6th mailings, also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

86. This 8th mailing / EIN Card purports to have included the last 4 digits of the Propel HR client recipient's EIN, again intended to cause harm and embarrassment to the Plaintiff and her company, Propel HR.

87. Below is the text as shown on the 8th mailing / EIN card (EXHIBIT 12 - bold in original, red added for emphasis):

**Is your EIN
(Employer Identification Number)
SAFE?**

29 NOV 19 PM 1L [postal stamp]

Your company **EIN** is just like your personal Social Security Number!
Did you know a single company **EIN** with the known business address and the legal business name is worth between **\$1,000 and \$10,000++** on the Dark Web?
Your Bank Accounts can be **accessed and drained!**
Credit can be taken out in your business name!
Fake tax returns can be filed for your business!

Is your current HR company keeping your EIN safe and protected?
Or are they sending it via spreadsheets in emails and using unsecured computers and untested software? ;-)

If you are wondering the answer, the last four of your EIN might be on this postcard address label, because it is

NOT SAFE!

Can you risk losing it all to this dirty "The Sun is Shining" secret?

Time to look for a NEW HR Company!

88. As shown above, this 8th mailing / EIN Card postcard attempts to instill fear and anxiety in customers and clients of Propel HR, and / or to otherwise harass, intimidate and embarrass the Plaintiff.

89. Not surprisingly, since this 8th mailing went out, many more clients of Propel HR have contacted the Plaintiff and her co-workers stating they felt "threatened," upon receipt of it, and many continue to think their employee's highly confidential pay-roll information may have been accessed.

90. Most of these mailings to Propel HR clients included the last 4 digits of the client's EIN / TIN, apparently in an attempt to suggest that a data breach involving Propel HR's confidential client information.

91. These cards were all similar in that each included or was obviously intended to include / make false and defamatory statements about Plaintiff, Propel HR, or Propel HR employees, including specifically employees who were known to be disliked by Mr. Roach, including, for example, the employee depicted on both The Jerk postcard / 3rd mailing (EXHIBIT 7) and the Thanksgiving Card / 7th mailing (EXHIBIT 11).

92. As stated above, these mailings were sent to clients of Propel HR, made possible only by use / misuse of Propel HR's confidential information in violation of the above identified Roach Agreements.

93. In addition to the Plaintiff's next door neighbors and hundreds of down the street neighbors of the Plaintiff and her family, these mailings were also sent to the nearby Greenville Country Club, which is not a client of Propel HR. This was obviously intended to further harass me and defame Plaintiff and her character within the community.

94. All eight mailings falsely represent to have originated and / or have been authorized by Propel HR.

95. The 2nd mailing (EXHIBIT 6) includes the following text: "Hiring Now!...We are looking for indentured servants"

96. The 6th mailing (EXHIBIT 10) includes the following text: "When a sales rep being interviewed explained how Strip Clubs now require "Dancers" to be employees, we saw it as a PEO HR fit."

97. The 7th mailing (EXHIBIT 11) includes the following text: "We want to thank you for all the concern for us as current employees, former employees, and around these issues."

FICTITIOUS DATA BREACH

98. For years now, Propel HR has implemented state-of-the-art multi-factor authentication security systems to protect its most confidential client data, such as client-employee addresses, and social security numbers.

99. Mr. Roach never had access to this information, but he has obviously accessed and used Propel HR's confidential mailing list and last 4 digits of client EIN / TIN to do the mailings described above.

DEFENDANT'S STATED INTENT TO HARM

100. Mr. Roach has contacted Propel HR employees after the Roach Agreements were terminated, and told them that he was going to take Propel HR "down."

101. Mr. Roach has also told Propel HR employees that he could get them a better job elsewhere.

102. In one instance, an email was sent by a former employee at 9:11 A.M., and Mr. Roach then immediately made it known through a former employee that, by some means of surveillance, he saw Plaintiff's reaction to receipt of that email because he said he saw her leave her office and go down the hallway. This could only have been known by Defendant having access to the recently installed in-office computer operated confidential video surveillance cameras at Propel HR, which were accessible by a smartphone app.

103. Because of Mr. Roach and his repeated and continuous actions directed towards Plaintiff even after Propel HR wrote him a letter in June asking him to stop and reported his actions to law enforcement, Plaintiff has been in fear of Defendant, constantly anxious about what he might do to harm her, her family, Propel HR current or former employees, her neighbors, and / friends.

104. These actions by Defendant have caused Plaintiff to suffer through and continue to experience tremendous mental and emotional distress.

105. Because of Mr. Roach and his repeated and continuous actions intended to cause Plaintiff fear and to intrude into her professional and private life for no legitimate reason other than to cause fear and anxiety, Plaintiff has suffered and continue to experience tremendous mental and emotional distress, fear for her personal safety and that of her family, as well as her property.

106. Because of Mr. Roach and his actions as described here, Plaintiff is constantly in fear of what else he will attempt to do to her, members of her family, and / or people she

associates with or that work with Propel HR, up to and including a reasonable fear of serious bodily injury or death.

107. On information and belief, Defendant intended and intends that Plaintiff, her family, co-workers and others associated with the Plaintiff to fear what he may do them.

108. Defendant obviously wants Plaintiff and others to fear him, as he has threatened that he would have “to be killed” to stop coming after Plaintiff and her family. The use of the image of the Grim Reaper in the 7th mailing heightened Plaintiff’s fear that Mr. Roach will resort to “bodily harm,” to her and her family.

109. Because of Mr. Roach and his actions as described herein, Plaintiff is afraid to walk in or around her neighborhood, and she is always looking out for the Defendant, wherever she goes.

110. Mr. Roach knows where Plaintiff resides and works and knows she and her husband have two daughters. Plaintiff and her family recently installed new security cameras at her house for fear of Mr. Roach, and not knowing his next move or if he was coming around.

111. Plaintiff has also learned that in addition to the threats and actions described above, Mr. Roach has approached her neighbors, asking questions about her and attempting to speaking poorly of her and Propel HR, to the point that they had to ask him to stop.

112. Because of these events and circumstances caused by Mr. Roach, Plaintiff is fearful that Defendant may attempt to cause her serious bodily injury or even death, members of her family, or those that work in close connection with her.

113. Plaintiff, her family and co-workers felt scared and threatened by the actions and threats of Mr. Roach at the time of his contract termination in May and June of 2019, and those

fears have only gotten worse in view of the more recent continuation of his actions, events and circumstances as set forth above.

114. In the course of investigating these matters, Plaintiff has discovered that certain company electronic records, including emails belonging to Propel HR and stored on Propel HR's private and confidential computer systems, have been deleted. On information and belief, the Defendant personally deleted this information, or caused it to be deleted.

115. As a result of the actions of the Defendant, and with the assistance of others, made possible by unauthorized access to Propel HR's confidential data and computer systems, Propel HR has expended well in excess of \$15,000.00 investigating these matters, and continues to incur additional costs, including but not limited to out of pocket costs, lost revenues, and loss of employee time that could have been spent performing their normal job responsibilities.

116. As a result of the actions of the Defendant, Plaintiff has personally incurred substantial out of pocket expenses to protect her home for fear of the Defendant and what he may do next to harm her, or members of her family.

WHEREFORE, Plaintiff prays for an order from this Court granting her an order restraining the Defendant, as follows:

(a) Ordering that the Defendant be restrained, prohibited and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's Family,^[1] to include: Plaintiff's husband (Hubert Yarborough), Plaintiff's children, Plaintiff's parents, Plaintiff's siblings, Plaintiff's pets, co-workers, business partners, counsel, or other known associates of the Plaintiff and her Family;

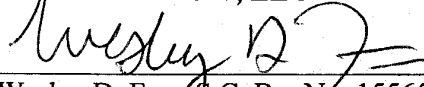
(b) Ordering that the Defendant be restrained, prohibited and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations or spaces: (i) coming within 200 feet of Plaintiff's residence or place of employment;

(ii) approaching Plaintiff's residence or place of employment with intent to see or conduct surveillance on the Plaintiff or any member of her Family, including her parents; (iii) Plaintiff's children's schools, (iv) Plaintiff's children's place of employment, (v) Plaintiff's husband's place of employment, (vi) Plaintiff's church; (vii) the Greenville Country Club; (viii) the Caine Halter YMCA facilities at 721 Cleveland Street Greenville, South Carolina 29601; or (ix) any other place where the Defendant reasonably knows or expects the Plaintiff to be present; and

(c) Ordering that the Defendant be restrained, prohibited and forbidden from communicating or attempting to surveil or communicate with or about the Plaintiff in any way, directly or indirectly, to include: (i) any surveillance; or (ii) use of any written, spoken, mailed or electronic communications (including social media), using the Plaintiff's name or the Plaintiff's company name or trademark, Propel HR; (iii) causing any conduct or communications to occur in any manner related to or directed to clients of the Plaintiff that a reasonable person would consider to cause the Plaintiff or her clients or customers to suffer mental or emotional distress; (iv) using or accessing any information or data obtained from the Plaintiff or her companies that is protected or restricted by any agreements signed by the Defendant; or (v) causing any conduct or communications to occur in any manner related to the Plaintiff's private affairs or her Family's private affairs that a reasonable person would consider to cause the Plaintiff or any member of her Family to suffer mental or emotional distress, or to fear: (a) death to Plaintiff or any member of her Family; (b) assault of Plaintiff or any member of her Family; (c) battery of Plaintiff or any member of her Family; (d) bodily injury to the Plaintiff or any member of her Family; (e) criminal sexual contact on the Plaintiff or any member of her Family; (f) kidnapping of the Plaintiff or any member of her Family; or (g) damage to the property of the Plaintiff or a member of her Family.

[signature on next page]

WESLEY D. FEW, LLC



Wesley D. Few, S.C. Bar No. 15565

Post Office Box 9398

Greenville, South Carolina 29604

(864) 527-5906 | wes@wesleyfew.com

ATTORNEYS FOR PLAINTIFF LEE C. YARBOROUGH

Greenville, South Carolina

December 5, 2019

Table of Exhibits⁶

Exhibit 1 - October 7, 2018, Greenville News advertisement promoting Defendant's services, entitled "IT WASN'T A SHARK THAT KILLED HER! It was much worse ...";

Exhibit 2 - October 29, 2018, Confidentiality and Non-Disclosure Agreement;

Exhibit 3 - November 1, 2018, Independent Contractor Agreement;

Exhibit 4 - June 18, 2019, "cease-and-desist," letter sent to Mr. Roach;

Exhibit 5 - October 31, 2019,² "The Help" letter / "1st mailing," originating from fictitious address in Jackson, Mississippi;

Exhibit 6 - October 31, 2019, "The Help" postcard / "2nd mailing," originating from fictitious address in Jackson, Mississippi;

Exhibit 7 - November 4, 2019, "The Jerk" postcard / "3rd mailing;"

Exhibit 8 - November 11, 2019, "The Invitation" postcard / "4th mailing;"

Exhibit 9 - November 12, 2019, "The Party" postcard / "5th mailing;"

Exhibit 10 - November 18, 2019, "Adult Entertainment" postcard / "6th mailing;"

Exhibit 11 - November 22, 2019, "Thanksgiving Card" / "7th mailing;"

Exhibit 12 - December 2, 2019, "EIN Card" postcard / "8th mailing;"

Exhibit 13 - December 2, 2019, Defendant's social media Twitter Profile, identifying his company, Idea Catapult, and showing 12,500 followers;

Exhibit 14 - November 27, 2019, Letter from The Furman Co. (data breach concern);

⁶ The dates set forth above for **EXHIBITS 5-12** are approximated based on first date of notice to Plaintiff.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE MAGISTRATES COURT
WEST GREENVILLE SUMMARY COURT

RECEIVED
DEC - 5 2019
WEST GREENVILLE
SUMMARY COURT

LEE YARBOROUGH,
PLAINTIFF,

C.A. No.: 2019-OR-23-10100014

V.

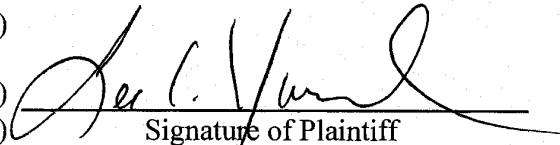
SEAN ERIC ROACH,
DEFENDANT.

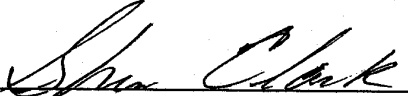
VERIFICATION OF COMPLAINT
(RESTRAINING ORDER)
(Harassment and Stalking)

I, Lee C. Yarborough, being duly sworn, say that I am the Plaintiff herein, and have read the foregoing Verified Complaint and know the contents thereof, and hereby verify that the allegations in the same are true of my own knowledge, except as matters therein stated to be alleged on information and belief; and to those matters I believe them to be true.

SWORN to and Subscribed before me)

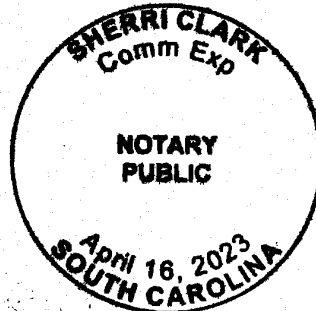
this 5 day of December, 2019.)


Signature of Plaintiff
Lee C. Yarborough


Notary Public for South Carolina)

My Commission expires:)

Apr. 16, 2023



Greenville, South Carolina

Exhibit 1

IT WASN'T A SHARK THAT KILLED HER!

It was much worse...

Personal Profile

Greenville is a new home, but it didn't happen by chance. Sean and his young son, Reagan are new to the Greenville / Spartanburg area. Pia, Sean's young wife and mother to Reagan, passed from ALS on December 20, 2016, after a 2-year fight. It was 2014, and their life was soaring. Sean was speaking all over the world, coming off his 2009 Best Selling Business book that is endorsed by Steve Jobs of Apple, President Barack Obama, and Sir Richard Branson, to name a few. Sean was involved in many charities, giving his time and money. He was consulting and selling for many brand name companies all over the world. They had a Happy Healthy Family, and then in February 2015 they got the final news from the doctor no one wants to hear, Pia will die from ALS in 2-5 years. Pia didn't believe the doctors and thought she had Lyme. Sean thought for sure, he is a resilient, lifelong entrepreneur that he could



Reagan & Sean

plow through this and they would be fine. That is not what happened. His life and his business slowly started to fall apart. Sean stated: "We tried everything and spent all our savings to try and save Pia. I am still digging out from over \$162,000 in medical bills that insurance would not cover and credit card debt for the wild and weird things that maybe, just maybe he would save her"

After Pia passed, Sean had a new realization with his son, who is now very worried he would also lose Sean on one of his speaking trips. As a board member of Big Brothers Big Sisters (BBBS) for over ten years in San Diego, Sean had interacted with single parents many times. "I had no idea what a tough job it really can be as a single parent. You don't get a break and managing a work/life balance can be stressful."

In addition to all of this, although Sean knew Reagan was Dyslexic, just like Sean is, Reagan's school needed proof.

They decided to fly out to Greenville in December 2017 to be tested by the same person who tested Sean ten years earlier for Dyslexia, Gloria Marcus.

With this proof, knowing the social stigmas, Sean dealt with as a kid and knowing South Carolina is a leading state for kids with learning differences, Sean and Reagan made the move over 3,000 miles this past summer to make Greenville their New Home. Sean stated, "I just knew I didn't have it in me to keep running my own business, traveling and speaking, have all the risk of things either working or failing and have the sound mind to make sure priority one, my son was being taken care of."

This is where YOU come in!

Sean is wanting, and needing, to make a work change by working for and with a company, a business, or a team here in the Greenville / Spartanburg area. Keeping Sean close to home and also now being able to use his unique way of thinking, that Jeff Bezos of Amazon once called a "Think Engine" for others.

Sean said: "I don't have a resume because I have worked for myself my entire adult life."

This article is my resume. Sean is also severely Dyslexic. As Sean jokingly put it "I am brilliant in many things and yet in school growing up sometimes people thought I was a 'short-bus rider / window-licker' in other things I did" Sean went on to say, "I see things most people don't or can't see and it's just natural for me."

Sean is proud of his 'Out of the box thinking,' and it has served him well as an entrepreneur, but it's time to make that skill work for others. Sean stated he also has the rare talent to not only speak but also sell from the stage. Sean said, "I guess you could call me a 'Pitch Man' as I have been selling my whole life and also have the gift to hold an audience's attention with a great speech."



Just a random great white shark

The successful company, business, or team to have Sean work for you can expect this from him on Day One:

- Insightful, intuitive, and out of the box Thinking
 - Selling and the ability to sell "one-to-one" or "one-to-many"
 - A talented public speaker and trainer
 - Someone who believes in Observing before taking Action
 - Perceiving problems and developing answers
 - Loyal and fun
 - Someone who will confront weaknesses to grow
 - Providing you unique solutions that lead to increased profit, exposure and efficiency
- To get in touch with Sean call 864-447-5445 or email IdeaCatapult@mc.com

Widowed Dad Wants To Work For You:

Sean is new to the Greenville/Spartanburg area. He has been an Entrepreneur his whole life, even having "Entrepreneur Day" named in his honor by the Mayor of Las Vegas and Governor of Nevada, but now Sean wants to settle down and work for a company while he and his young son start a new life after losing his wife to ALS.

If you would like to speak with Sean to work for your company or business please contact him at: 864-447-5445 or email IdeaCatapult@mc.com

Exhibit 2

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement"), effective as of the date of the last signature in the signature block ("Effective Date"), is entered into by and between Propel PEO, Inc. and its affiliates and related entities (collectively, "Propel") and Idea Catalyst ("Company").

The parties are engaging in a business opportunity of mutual interest and in connection with such relationship, it will be necessary for Propel to give and Company to receive confidential and proprietary business information relating to this matter. This Agreement is being entered into by the Parties to memorialize their agreement and understanding regarding the confidential and proprietary nature of the information that may be disclosed by Propel to Company. In consideration of the disclosure of such information by the parties and the mutual covenants and promises set forth below, the parties hereby agree as follows:

1. Confidential Information. Information disclosed by Propel to Company, which may include proprietary technical and business data, financial information, business expertise, ideas, designs, software functions, hardware materials, software and firmware computer programs, client names and information, prospective or former client names and information, pricing information, product information, pricing formulas, sales materials, trademarks, copyrights, reports and other industry information and other confidential information, shall be deemed "Confidential Information", and is either designated as confidential by Propel at the time such disclosure is made, or is disclosed in circumstances of confidence or would otherwise be understood by Company, exercising reasonable judgement, to be confidential. Information shall not be Confidential Information if such:
 - (a) is or becomes publicly known through no fault of the Company;
 - (b) is disclosed to the Company by a third party who has a lawful right to disclose the information;
 - (c) is already known by the Company before receipt hereunder, as shown by its prior written records; or
 - (d) is independently developed by or for the Company without use of the Propel's information.
2. Confidentiality Obligations. Confidential Information is made available to the Company solely for the purpose stated herein. The Company shall not use, disclose, disseminate or distribute to any third party any Confidential Information of Propel without the prior written consent of Propel.
3. Duty of Care. The Company shall use the same degree of care with respect to its obligations under this Agreement as the Company employs with its own information and products of a similar nature. The Company warrants that access to Confidential Information will be limited to those of its employees who have a need to know as necessary to carry out the purpose and that all such employees who will have access to the Confidential Information disclosed hereunder are subject to obligations no less restrictive than this Agreement.
4. Required Disclosures. Notwithstanding anything to the contrary herein, the Company may disclose or produce any Confidential Information of Propel if and to the extent required by any court order or governmental action, provided that the Company gives Propel reasonable advance written notice of the same.
5. Disclosure Period, Termination and Continuing Obligations. The disclosure period between the parties under this Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date. This Agreement shall be renewable between the parties upon mutual written agreement. The Agreement may be terminated by either party by giving thirty (30) days prior written

notice. Termination of this Agreement shall not relieve either party of the confidentiality and all other obligations of this Agreement, which shall remain in effect for five (5) years from the Effective Date.

6. Return of Confidential Information. At the written request of Propel, the Company shall promptly return to Propel, or, at Propel's sole option, destroy all Confidential Information of Propel in the Company's possession or control, and will certify in writing to Propel that the Company has returned or destroy all such items. After such request, the Company will make no further use of the Confidential Information of Propel.

7. No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder.

8. No Warranty. All Confidential Information is made available under this Agreement "AS IS", with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

9. Non-Assignable. This Agreement is personal in nature and shall not be assigned by either party without the prior written consent of the other party.

10. Choice of Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law rules.

11. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of any rights or remedies such party may have hereunder.

12. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings between the parties relating to such subject matter. If any provision in this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement may not be modified or amended except by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Propel PFO, Inc.

By: [Signature]

Its: Pres.

Effective 10-29-18

By: [Signature]

Its: CEO

Exhibit 3

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and effective as of the 1st day of November, 2018 ("Effective Date"), by and among Propel PEO, Inc., located at 669 N. Academy St., Greenville, SC 29601 and its affiliates and related entities ("Propel"), Sean Roach individually ("Sean") and Idea Catapult, LLC, located at 2210 S. Roop Street, Carson City, Nevada 89701 ("Idea Catapult") ("Sean" and "Idea Catapult" collectively, "Contractor").

WHEREAS, Propel is licensed in the State of South Carolina to provide professional employer organization (PEO) services to its clients. In addition, Propel provides administrative service organization (ASO) services, payroll only services, and human resources services to its clients;

WHEREAS, Contractor has previous experience in sales and marketing as well as experience in general business operations and strategic business planning and direction;

WHEREAS, Contractor and Propel have executed that certain Confidentiality and Non-Disclosure Agreement dated October 29, 2018 ("Confidentiality Agreement") in connection with their relationship and such Confidentiality Agreement is in full force and effect;

WHEREAS, Contractor and Propel desires to enter into an independent contractor relationship whereby Contractor would provide strategic sales and related services to Propel as further set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, the mutual covenants, conditions, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Propel and Contractor agree as follows:

1. Recitals. The above recitals are hereby incorporated into and become a part of the body of this Agreement.
2. Independent Contractor Services. Contractor shall provide strategic sales and business direction and advice and work with Propel to increase sales and improve the overall sales process, structure and function.
3. Payment for Services. Contractor and Propel agree that Contractor shall be paid by Propel an amount equal to Nine Thousand Dollars (\$9,000) per month during the term of this Agreement. The parties also agree that Contractor shall receive commissions on sales as further outlined in Section 4 below. The parties acknowledge, understand and agree that this payment reflects approximately forty (40) hours per week of work done by Contractor.
4. Commissions. For every new client that contracts with Propel from March 1, 2019 until the termination of the Agreement, Propel agrees to pay Contractor a commission. The commission shall be 7.5% of Admin Revenue, as defined herein, for sales of PEO, ASO, Payroll only, HR and/or Workers' Compensation master plan. For purposes of this Agreement, Admin Revenue shall mean the amount indicated on the line item entitled "Administrative Fees" on the invoice submitted by Propel to client. Such commission amount shall be paid in one lump sum payment, based on the first year annualized Admin Revenue, paid on the fifteenth (15th) day of the month following the first full month of payroll processing. There shall be no residual payments. Notwithstanding anything in this Agreement to the contrary: (i) Contractor shall NOT receive any commissions for the potential clients listed on Exhibit A; and (ii) if a client terminates prior to 6 months of service with Propel, a pro-rata commission shall be earned for any months serviced by Propel, with any overage commission previously paid to be offset by future commissions or payments to Contractor.
5. Independent Contractor Relationship. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer, of Propel. Propel is not responsible for withholding, and shall not be made liable to withhold, any federal, state, or local taxes, social security or medicare taxes, from the fees earned by Contractor. Further, Contractor shall not be directed or controlled by Propel. Contractor shall operate as an independent contractor with independent control and judgment regarding the services provided to Propel. Neither party shall hold Contractor out to clients as an employee of Propel.

6. Term and Termination. This Agreement shall be in effect for a period of one (1) year. Either party may terminate the Agreement at any time upon thirty (30) days written notice to the other party. No reason shall be required for any such termination. All payments to Contractor shall immediately cease upon termination.

7. Representations and Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement, (b) it holds any necessary license(s) or registration(s) issued by state licensing authorities for each state in which it does business, and will maintain such license(s) or registration(s) in good standing throughout the term of this Agreement, (c) it shall promptly provide all information, resources and direction that the other party reasonably requires in order to perform its services hereunder, and (d) all information, resources and direction it provides to the other party in connection with the services hereunder will be as accurate and complete as the information available to such party permits.

8. Confidentiality and Non-Disclosure. The parties acknowledge, agree and understand that the Confidentiality Agreement is still in full force and effect and shall continue during the term of this Agreement.

9. Non-Solicitation of Clients. Contractor agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Contractor shall not, directly or indirectly, for or on behalf of himself, itself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert any client of Propel.

10. Non-Competition by Contractor. During the term of this Agreement, Contractor shall not (i) work for or contract with another business or individual that is in substantially the same business as Propel (such business or individual, a "Competitor"); (ii) solicit potential clients for a Competitor; and/or (iii) communicate with any client of Propel about a Competitor.

11. Dispute Resolution. Should either party to this Agreement deem it necessary to institute or defend legal proceedings arising out of the terms of this Agreement, then, and in such event, the prevailing party therein shall be entitled to recover from the non-prevailing party all court costs and attorney fees incurred by prevailing party therein, including but not limited to, all court costs and attorney fees incurred at all trial and appellate levels, and in bankruptcy proceedings. The parties hereby agree to the courts in Greenville County, South Carolina, as the sole and exclusive venue for any legal proceedings arising between parties.

12. General Provisions.

a. Assignment of Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party.

b. Conflicts with other Documents. If the provisions of this Agreement conflict with any of the provisions of any other agreement between Propel and Contractor, the provisions of this Agreement shall govern.

c. Negotiations. This Agreement is the result of negotiations among the parties and no inference shall be created because one of the parties or such party's counsel prepared this Agreement.

d. Amendment. This Agreement cannot be amended or modified, in whole or in part, except by writing signed by all parties to it.

e. Entire Contract. This instrument contains the entire agreement between the parties to it with respect to the subjects contemplated in it.

f. Waiver and Amendment. No waiver of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of any party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by any other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of such party to enforce each and every such provision thereafter. This Agreement may not be amended or modified except by the written agreement of the parties.

g. Notices. Any notice or demand to be given hereunder by either party shall be made by personal delivery in writing or by registered mail, postage prepaid return receipt requested, facsimile, or by overnight

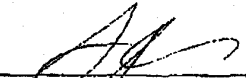
express delivery. Mailed notices shall be addressed to the party's address listed above, but each party may change the address by written notice in accordance with this paragraph.

h. Governing Laws: Jurisdiction. This Agreement has been made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina.

[SIGNATURE PAGE TO FOLLOW]

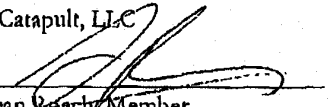
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Contractor:


Sean Roach

Idea Catapult, LLC

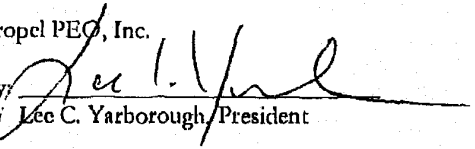
By:


Sean Roach, Member

Propel:

Propel PEO, Inc.

By:


Lee C. Yarborough, President

Schedule A

13 Stripes Brewery - New Deal
Park Seed
White Oak Management - New Deal
Atlantic Transfer & Storage Company - New Deal
Colite - New Deal
CTR - New Deal
Premier Logistics Solutions - New Deal
PrintTek - New Deal
robbinsautomotive.com - New Deal
Adventure Golf Carts - New Deal
Lowcountry Case & Millwork - New Deal
Anderson University - New Deal
Greenville Center for Creative Arts - New Deal
J&P Park Acquisitions, Inc. - New Deal
Greenville Humane Society - New Deal
Groz-Beckert - New Deal
Integrated Support Systems, Inc. - New Deal
Machine Shop Services
Royal Threads - New Deal
Village Park Homes
ARCpoint Labs - New Deal
Bishops - New Deal
Brent Campbell Architect, PEO
Britt, Peters and Assoc.
Diversified Coatings Specialists
Eastside Pediatric Dental
Lesley Erectors
Palmetto State Roofing - TLM
Steelworks
Centerpoint IT - New Deal
Access Worldwide, Inc. - New Deal
Cornerstone Management, Inc. - New Deal
H & S Window Clean - New Deal
HSBlox - New Deal
Industrial Access - New Deal
McCormick International USA, Inc. - New Deal
Southern Refreshment Services - New Deal
Timberland Cabinets - New Deal
Zwick USA, LP - New Deal
Tindall Media
Berlins Restaurant Supply - New Deal
Brandon Advertising Inc - New Deal
Leonhardt Pipe PEO
Strand Development Company - New Deal
Triple-T Freightliner Sterling Western Star Inc - New Deal
Carolina Pride - New Deal
Central Electric Power Cooperative Inc. - New Deal

Exhibit 4

Ogletree Deakins

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

The Ogletree Building
300 North Main Street, Suite 500
Greenville, SC 29601
Telephone: 864-271-1300
Facsimile: 864-235-8806
www.ogletree.com

Lucas J. Asper
864-240-5697
lucas.asper@ogletree.com

June 19, 2019

VIA FEDERAL EXPRESS AND EMAIL (itsseanroach@me.com)

Sean Roach
Idea Catapult, LLC
34 Douglas Drive
Greenville, South Carolina 29605

Sean Roach
Idea Catapult, LLC
2210 S. Roop Street
Carson City, Nevada 89701

Dear Mr. Roach,

Please be advised that this law firm represents Propel PEO, Inc. and its affiliates ("Propel"), and have been asked to contact you about your recent activities following Propel's termination of your engagement effective May 13, 2019. Please direct all further communications regarding this matter to my attention.

We understand that on or about October 29, 2018, at the start of your independent contractor relationship with Propel, you and Propel entered into a Confidentiality and Non-Disclosure Agreement ("Confidentiality Agreement"). You and Propel subsequently entered into an Independent Contractor Agreement dated November 1, 2018 ("IC Agreement") (the Confidentiality Agreement and IC Agreement together, the "Agreements"). A copy of the Agreements are enclosed for your reference.

As permitted under the terms of the IC Agreement, Propel chose to exercise its right to terminate your engagement with thirty (30) days advance notice. You were paid the agreed-up fee outlined in paragraph 3 for the entire months of May and June, more than the required thirty (30) day notice period.

Atlanta • Austin • Berlin (Germany) • Birmingham • Boston • Charleston • Charlotte • Chicago • Cleveland • Columbia • Dallas • Denver • Detroit Metro • Greenville • Houston
Indianapolis • Jackson • Kansas City • Las Vegas • London (England) • Los Angeles • Memphis • Mexico City (Mexico) • Miami • Milwaukee • Minneapolis • Morristown
Nashville • New Orleans • New York City • Oklahoma City • Orange County • Paris (France) • Philadelphia • Phoenix • Pittsburgh • Portland, ME • Portland, OR • Raleigh
Richmond • St. Louis • St. Thomas • Sacramento • San Antonio • San Diego • San Francisco • Seattle • Stamford • Tampa • Toronto (Canada) • Torrance • Tucson • Washington

June 19, 2019
Page 2

Propel has recently learned that you have expressed your intentions to contact Propel clients with the purpose of soliciting them to move their business from Propel. As a reminder, the IC Agreement provides that during the term of the IC Agreement and for a period of twelve (12) months following termination of the IC Agreement, you are not permitted to solicit or divert, either directly or indirectly, any client of Propel. Propel understandably is very disturbed by what they have learned and is continuing to investigate whether you have violated the terms of the IC Agreement. Accordingly, Propel demands that you immediately cease and desist from contacting Propel clients.

Propel also demands that you immediately provide a written description of all communications you have had with any of Propel's clients after your engagement ended at Propel, including a copy of every letter, email, or other written communication (including texts and communications on any social media platform) you sent to any Propel client that discusses in any way Propel's business or your offer to provide or continue to provide services in competition with Propel.

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession. Those documents can be mailed directly to my attention. In the alternative, please destroy all documents, and provide a signed written statement indicating the items destroyed.

Please contact me no later than the close of business (5pm EST) on Monday, June 24, to confirm that you are complying with our requests. It is Propel's desire to make a good faith effort to resolve this situation as soon as possible without resorting to litigation. However, if we do not receive the information requested above by the requested time, Propel will consider all necessary legal actions to protect the Company's interests.

Thank you for your immediate attention to this important matter. We look forward to hearing from you as soon as possible.

Sincerely,



Lucas J. Asper

Enclosure

38954571.1

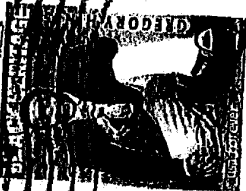
Exhibit 5

THE HELP & INDENTURED SERVANTS

1119 Pinehurst St
Jackson, MS
39202

JACKSON MS 3900

28 OCT 2015 PM 2 L



:y

Greenville, S C 29611



Attention business owner or HR professional,

Did you know Propel HR is currently facing EEOC claims for:

"Sexual Harassment,"

"Hostile Work Environment,"

and

"Racism?"

They have lost over 19% of their employees in the last five months, a significant loss for a company that is only 40+ employees to start with (*those of us still here are praying for a change in ownership*).

Are these the values you want representing your employees?

The attached emails are of just two brave employees that resigned and felt the need to let people know about it all in June 2019.

Since these emails, Propel HR has done nothing over the previous four months with the Executives who have caused these actions!

You pay them good money to give you HR advice, but they fail to lead by example. **Is the information your getting any good then?**

The appearance on the outside the executives want everyone to see is all "Sunshine," "Greenville's 25 most beautiful," and a repeated line of "We have been in business for over 20 years!"

We guess that means everything must be good, right?

Is the truth the inside is way worse?

Sincerely,

A concerned group of current and former employees of Propel HR

From: Arron Drye <arron.drye@aol.com>
Sent: Wednesday, June 12, 2019 10:59 AM
To: PropelHR World <Propelhr@propelhr.com>
Subject: Final Thoughts

Good Morning my former PropelHR Team,

By now you all know that last Friday, I resigned from this company. I appreciate the opportunity and dislike that it had to come to an end because I thought I had so much going for me at the company.

I mulled over writing to all of you the last 48 hours, but it was recently brought to my attention that someone said they had talked to me and said things that I never said. Causing harm, hurt, and mistrust with the people I care about. As you know in my 1 year at the company (yes ONE, not two!) I am known for being a straightforward person and I will always see the best of things in a situation. That is until someone does me wrong, as in saying they spoke with me and they didn't.

First, to put an end to any rumors about me. The only people I have spoken with in regards to my resignation was Paul Friday June 7. There have been NO phone calls with anyone else on any other days, Period. I was without cell service because the fields and area my son was playing baseball at had no cell service. I did have a voicemail from Brax when service returned but those messages from him went unanswered by me. I wanted to make sure everyone was clear on that. I really don't appreciate someone claiming differently at all and causing issues & drama.

I left because I had an excellent opportunity for my family.

Being paid more with higher commissions at my new company will allow me to do better for my family and also allow me to dress better so I'm not wearing "Coaching Shirts" that seemed to be a problem for the executive team, but got my foot in the door for business. My new company likes it because it shows I'm part of the community and not just in town for the day.

I was offered several great jobs with more money last Christmas but turned them down because in my view, it should not always be about money and I thought all the salespeople were on the same playing field at Propel. I had even told Paul, Sean, that I was approached and turned them all down. I had a call with Barry about 2 weeks ago and in that conversation, he disclosed how much he made during his 90 days and bringing in no sales. **I was blown away**, he also revealed a conversation he had with Jason and how much Jason said he was being paid. This is where it started to end.

Here I am the top selling sales rep paid the least amount of money and by A LOT. I was struggling to pay bills and asking for advances and at no point did anyone of the executives ever say, hey thanks for all you do, let's pay you what we pay everyone else or better yet, let's

1 of 2

pay you more. The Jason thing got me, and let me know my time was quickly coming to an end. Still to this day, he still has not went out and sold a deal he got on his own from someone he did not know. Before I made my final decision, I wanted to do some digging and a lot of his "accounts" listed have wrong numbers, or the "contact" had no idea who he was. Several of the proposals he has turned in over the months to look like he is trying, including a hair salon I visited with Sean back in December, never wanted or authorized a proposal. I went by there and the owner said he cuts Jason hair.

My phone has blown up last few days as Jason tried to reach out to my prospects and has already rubbed them all the wrong way. Yet he is doing great things for you all. Sean brought his lies starting back in January to the executive team, called him out in sales meetings and they did nothing except reward him with no work deals he could turn in and get paid more than me. Sean, like him or hate him as I know at times he rubbed me the wrong way was not only helping me, but was also helping this company. They cut him out and bring in an "outsourced" manager who knows NOTHING about PEO, ASO, or HR and wants to "roleplay," who lets me know that "we are not in the business to sell." This is not Tupperware we are selling, this is a processed sale with many different layers. It doesn't matter how many videos are watched you cant roleplay this business, for those reasons and a few others it was time for me to go.

I had to get this off my chest, had it not been for people saying they talked to me when they didn't, I would have never said a word and just moved on.

I wish all of the people I have worked with the best and keep living the dream.

From: Angela Tyler <angelatylr4@gmail.com>
Subject: Special Announcement
Date: June 17, 2019 at 9:11:05 AM EDT
To: PropelHR World <Propelhr@propelhr.com>

Good Morning to my highly respected Colleagues and wonderful Clients,

It is with MUCH consideration and LOTS of disappointment that I have decided to part ways with Propel HR.

I made the decision to join the team back in January with much hope to make a positive difference for this organization.

Many of you are familiar with my career background that consists of 12 years, with one of the most respected leaders in the PEO industry and over 15 years in Human Resources leadership. I am a highly skilled professional that exemplifies a strong work ethic, and I know the value that I was bringing to Propel HR.

I have contemplated sending out this email, especially after seeing the email sent last Wednesday by a now-former employee and the company's reaction. However, after the accusatory calls, threats to "pick Propel or friends" and even intimidation, I got that entire day from three people on the Executive team. Then it continued the next day with more Owner/Executive team intimidation, calls and even three Owner/Executives admitting to what I am outlining in this email, but asking me to "Give Grace!" about what was said and done to me. So, I decided I need to write, I must write, and send an email for my sanity and hopefully a wakeup call for everyone reading this.

I genuinely care for the employees of this organization and wanted to let you know why I've made this important and life-changing decision... my hope is for this to be constructive feedback for a positive change, and I do not wish to cause any hard feelings.

When I came to interview, I was overwhelmed with promises of a "supportive leadership team," "tools to effectively and efficiently support my role," and an overall "organization ready to make a positive change and growth." As a professional, I was immediately surprised by the micro-managed work environment, specifically, from an Executive Leader that I did not report to. I have spent much time working on projects that were never implemented, and that were very much needed to ensure our client satisfaction. There are no clear processes and no structure, not even an organizational chart. The tools I needed for my role were delayed, retained, or withheld from me; leaving me always asking for information to successfully conduct my role.

As a female professional, I was also overwhelmed to quickly find myself in a sexual harassment/hostile work environment. An Owner/Executive Leader of this organization often made comments on my appearance and sexual remarks. Let me elaborate a little, a joke was continuously made, without my understanding (until recently), by an Owner/Executive Leader of this organization asking other males while sometimes in front of me "Can 62 go into 52?" or "How many times does 63 go into 52?"... etc.? (my height is 5'2, and the different numbers mentioned are the heights of male colleagues). He also consistently made numerous, sexual comments about my appearance, body, clothing, shoes, toenail color, etc., even on recorded sales calls & with vendors. During morning Sales meetings, petty

1 of 3

comments and giggles were made by insecure/jealous female Owner/Executive leaders about my Zoom profile picture (which was just a professional headshot). I was also surprised by the racial comments (such as the use of the "N" word) that were so casually made by an Owner/Executive Leader. Sadly, I have witnessed many derogatory comments in my short tenure with this organization directed at other employees like "She's the tech Nazi," "He is retarded and fu@#ing weird," "If she wasn't married I would think she's a Lesbian," "She is such a bobblehead," "He must be a cocksucker!" or other things a company should never say... let alone an HR certified PEO company that has shockingly been around for "22 years" and has an Executive on the board of NAPEO.

I brought those comments to my direct Executive supervisor, also praying I wouldn't be retaliated against for speaking out, but I was told "Oh he was just joking," "That's just (owner/executive name)," "He's innocent." At the same time, I observed this same owner/executive tell our Strategist not to use the F-word in the office. It seems it's okay for an owner/executive to use that word (and way worse words), but not for others! I didn't know this HR organization has an ethics hotline for me or anyone to confidentially file a complaint until a call from an HR Leader (employee) on Friday. Though true to form for this company, from what I have learned, I was victim shamed by this HR Leader for not knowing about this number and doing something sooner. This happened with the female Owner/Executive Leader on the call. Unbelievable!

What is even more shocking and sad is my call the day before with this same Owner/Executive Leader, and in another separate phone call with another owner/executive, disclosing this all and crying (even with them) about all of this and the things that have happened to me, neither of these owner/executive women knew or mentioned, they have a hotline to call.

I feel like these past five months that I have been in a live version of the book/movie "The Help." We, the employees, are all ungrateful indentured servants to the Country Club executives, including "Two Slice Hilly!"

The stability of the organization has also become a concern for myself and many others. Hence why we are losing top talent quite rapidly and many colleagues are interviewing elsewhere. It is no secret that our Sales department is not adequately supported and not meeting goals. We recently lost our top Sales Executive because he found out that he was significantly underpaid compared to an underproducing Sales colleague. I am a firm believer in equality, and if you are doing similar work, you deserve to be paid fairly and competitively. During my "walk-a-mile," I was informed by several colleagues that performance evaluations hadn't been completed in years, including no pay increases. This was disheartening to hear, as there are so many talented resources that are not appreciated or recognized for their hard work and contributions to the company.

During the most recent Employee Celebration, the mood quickly changed when the financials and client retention stats were shared. "We've already reached our budget for client terminations, but there is no need to be concerned"... we are only mid-year! As the Executive Director of Client Relationships, that is a huge concern from my experience. A recent email was sent to this organization, reminding everyone of "Sunny Skies" and "promises." My personal observation was that our leadership is panicking and rightfully so with little sales, a rise in client terminations, and top talent leaving the organization.

To show my dedication, I even stepped outside of my comfort zone because of my care for the organization's growth, and I offered to help with Sales. It was a complete eye-opener to learn firsthand, how unsupported this team is and has been. They have No marketing material, No lead generation, No structured way to get a proposal, and Not even a functioning CRM. It's no wonder why we are not bringing on big business. This company also has a Sales Executive blatantly falsifying deals, and he has been hand-fed deals, yet allowed to stay employed when he should've been fired long ago.

A kicker for me was when the company recently let go of one of our resources, our Business Strategist. In all honesty, I joined the company because of this individual (so did the other Sales Executive at the time and the top Sales Executive was kicking butt because of the work he was doing with him). He truly cared about the success of this organization, but because he wouldn't toe the line and bow to Hilly, they kicked him to the curb like they have with so many others in the past I have recently learned. In a time when what's most needed is a successful strategist with an excellent track record, why would this decision be made? Now is the time that they need a strategy! To replace this role, this company hired a part-time (12 hours per week) Sales Trainer/Manager (that is a "church friend" and "Bible study friend of 13 years") who has no direct PEO or ASO background, to train the Sales team—that now consists of ONE!

No need to worry I was told by an owner/executive, new talent is being considered ... YES, they are considering a PEO Sales Consultant that focuses his sales on the "Nightclub" and "Adult Entertainment AKA Strip Club" industry! As a Woman and Christian, I find this very disappointing that a Christian, Woman/Family owned and HR organization would ever even consider this type of individual to represent Propel HR. I can think of no other industry that degrades women than Strip Clubs, but this is not my problem anymore.

On a positive note, I would like to give kudos to our Inside Sales Representative, and he is absolutely a shining star that is not appropriately appreciated and very disrespected in words and actions by the owner/executive leaders.

I am grateful for the opportunity to have met so many talented colleagues and fantastic clients in my short time with this organization. I will absolutely stay in contact with those who want to, and I wish all the employees the very best.

You are full of potential. Please remember Your Worth.

Respectfully,

Angela Tyler
(803) 984-9842

PS- Thank you to two Owners/Executive Leaders for calling me last week and accusing me of writing a letter, based on lies from an employee upstairs. I had no intention until your suggestion. I'm glad I received that tip as everyone deserves to know what's genuinely taking place at this company. This has also led me to file a claim with the EEOC last week after words were spoken and no action was taken.

Exhibit 6



Hiring Now!

Can you bake ple?

We are looking for Indentured servants!

Need you to work long hours for low pay, to support our "Country Club" lifestyles.

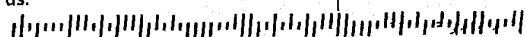
We treat our HELP, oops we mean our servants so well, in fact, we have lost 19% of them in less than five months.

We are an HR company, and we supply our HELP with a "hostile work environment", "sexual harassment" (if you are good looking), and "racism." Our founder believes, just like TRUMP, "You have to hit a JEW harder, then they hit you." Black people (we say the N-word) "Are Lazy."

If you ever report any of this to hurt the fake "Sunshine" image we try to create in the UBJ or public, we will ask you "To give the founder Grace!" and hire people to come after you!

As Christians, let us do you a favor: "God don't give charity to those who are well and able!"

So Please, Be THE HELP for us.



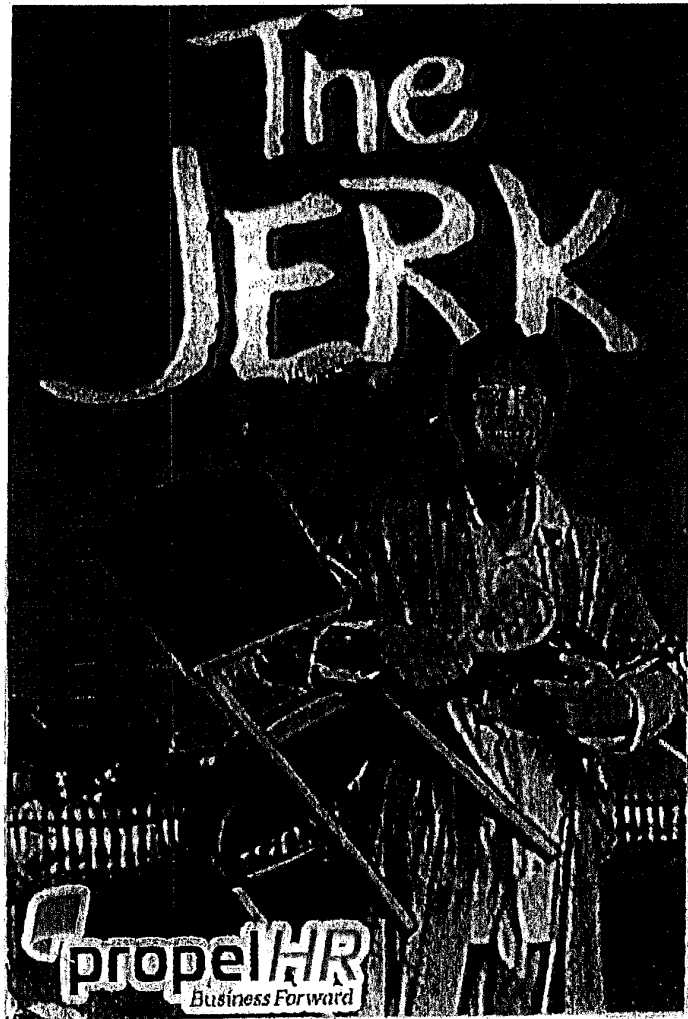
Time to look for a NEW HR Company!



TO:

Greenville, SC 29605-1133

Exhibit 7



**Would you hire someone who
Cheats? Steals? LIES?**

Would you hire someone who when they were our client, you knew treated his employees very bad?

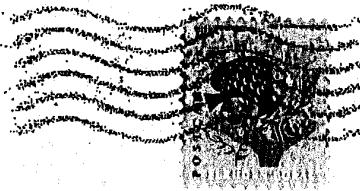
Someone who was accused of **stealing tips, shorting hours**, has a **bad reputation** in his old profession, and much more? He was even punched (**knocked-out**) by an employee for cheating on pay.

Would you keep someone who has deceived and tricked you (with employees bringing you proof)?

One HR employee said: **"I was shocked when they hired him because of what he did as a client with us!"**

Most would call that person **The JERK**, and currently, Jason represents this company as the senior sales representative (He is the only the only sales rep as the others left).

Just think what **The JERK** could do with all your information and data!



TO:

Peachtree Corners, GA 30071

Time to look for a NEW HR Company!

0071-121271

Exhibit 8



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and
two nights paid hotel stay?

No, you didn't! That's because you are not valued as a
client, so you were never invited. Only the **"Best"** and
"Most Profitable" clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list,
but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and
maybe a **"rocket pen"** (it really looks like it belongs in an
Adult Sex Store don't you think), but **NO Party for YOU!**

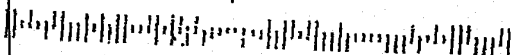
Even the "Executive Director of Client Relationships"
resigned in June for deficiency of **VALUE**, to the clients and
her. (She was also severely sexually harassed by a founder
and consistently endured a hostile work environment from
women fonder/executives!)

When a kid hears **"You're not invited to my party."**

It is the worst insult ever! Feel the same way?

Time to look!

11/08



TO:

Greenville, SC 29602



Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party! Maybe your company is on the **"Watch List"** or **"911"** list, but they still don't care, and you won't get invited.

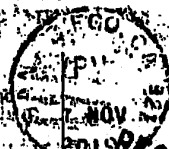
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When a kid hears **"You're not invited to my party."**
It is the worst insult ever! Feel the same way?

Time to look!

11/08



RECEIVED NOV 11 2008

TO:

Greenville, SC 29602

Exhibit 9

LET'S
GET
THIS
PARTY
STARTED



**Did you enjoy the night
out in Greenville?**

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

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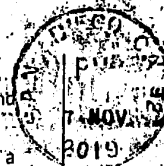
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Even the "Executive Director of Client Relationships" resigned in June for deficiency of **VALUE**, to the clients and her. (She was also severely sexually harassed by a founder and consistently endured a hostile work environment from women founder/executives!)

When a kid hears **"You're not invited to my party."**

It is the worst insult

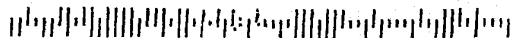


TO:

Greenville, SC 29601

Time to look f

11/08



LET'S
GET
THIS
PARTY
STARTED



**Did you enjoy the night
out in Greenville?**

How about the \$1,000+ dinner with some of our team and
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No, you didn't! That's because you are not valued as a
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women fonder/executives!)

When a kid hears **"You're not invited to my party."**

It is the worst insult



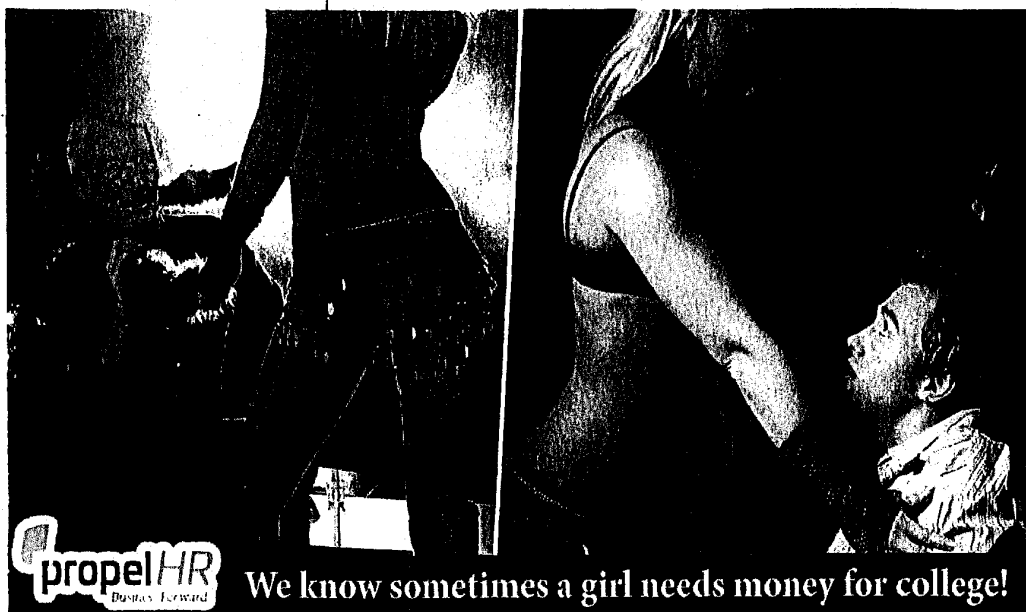
TO:

Greenville, SC 29601

Time to look for

11/08

Exhibit 10



**A Christian Woman-owned company,
Must value and respect all women?!?**

When a sales rep being interviewed explained how Strip Clubs
now require *"Dancers"* to be employees,
we saw it as a PEO HR fit.

Yes getting a Workers Comp claim stating *"Insured was burned by
a sparkler on her left chest area."* will cause your fees to go UP!

We know it's nice to respect that women do jobs like stripping to
get by or money for college.

The male executives also like on-site visits! 😊

The sales rep was not hired *(That would look bad.)*

It was much easier to do a referral relationship to keep the
"Christian" *"Woman-owned"* reputation
and fake *"Sunshine"* image clean.

Do you have these same Morals and Values?

TO:

Greenville, SC 29609

Time to look for a NEW HR Company!

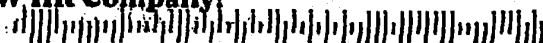


Exhibit 11



JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE							
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JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER								
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2020

Thank You

We want to thank you for all the concern for us as current employees, former employees, and around these issues. Yes, they are all shocking details, and yes, we spent good money to make a point and inform you instead of merely posting online.

Why?

Because for 20 years, they have been glossed over and outside the company made to look as if everything is excellent, but these are severe issues and need attention.

As we predicted in our first card, many of us have been attacked, interviewed, and threatened all in an effort to keep the image clean.

Anyways, We give thanks to YOU in these eye-opening times.

PS: Ever wonder why "the Jerk," after all the disclosure, was never fired?
That would have shown everyone we are right, the image is bad and the executives are wrong.



CHARLOTTE NC 282

20 NOV 2019 PM 2 1

AP Professional Security, LLC
Attention: Tony Proletta
300 Pettigru Street
Greenville, SC 29601

29601-311300

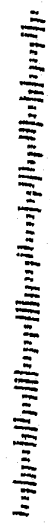
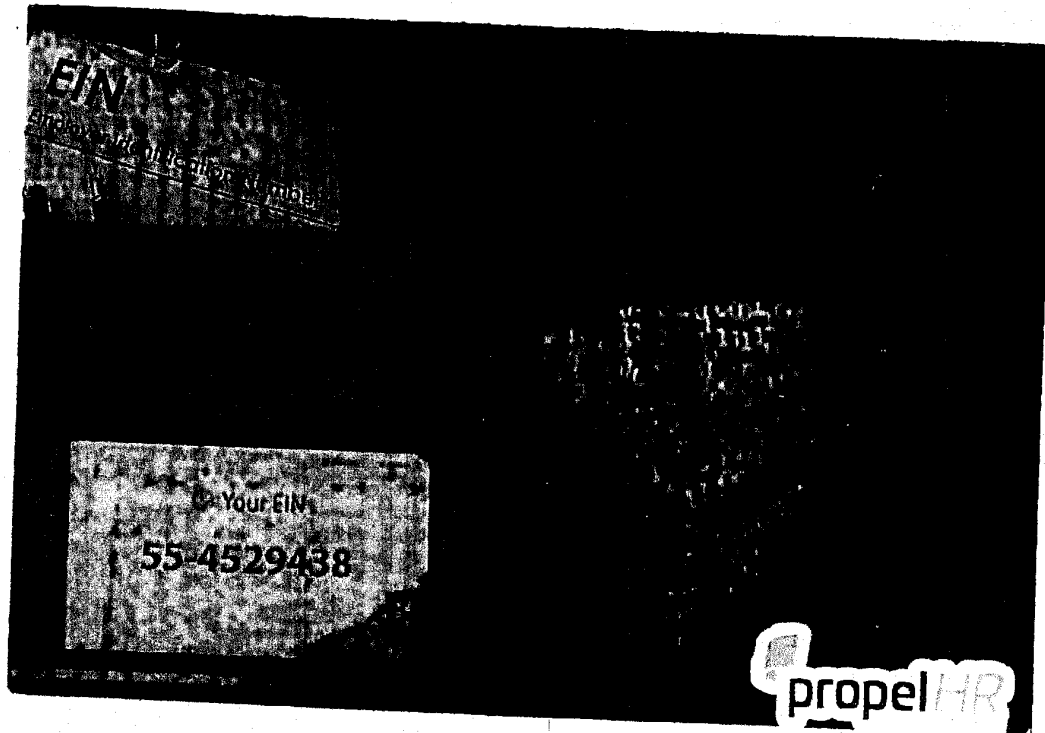


Exhibit 12



**Is your EIN
(Employer Identification Number)
SAFE?**

Your company EIN is just like your personal Social Security Number!

Did you know a single company EIN with the *known business address* and the *legal business name* is worth between **\$1,000 and \$10,000++** on the Dark Web?

Your Bank Accounts can be **accessed and drained!**

Credit can be taken out in your business name!

Fake tax returns can be filed for your business!

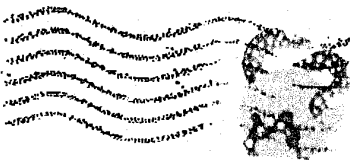
Is your current HR company keeping your EIN safe and protected?

Or are they sending it via spreadsheets in emails and using unsecured computers and untested software? ☹️

If you are wondering the answer, the last four of your EIN might be on this postcard address label, because it is **NOT SAFE!**

Can you risk losing it all to this dirty *"The Sun is Shining"* secret?

Time to look for a NEW HR Company!



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TO:

C

Greenville, SC 29602

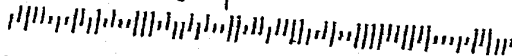
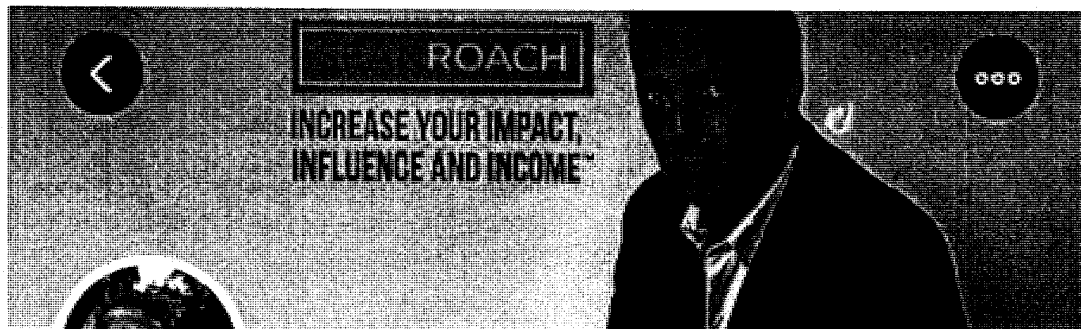


Exhibit 13



Follow

Sean Roach

@ItsSeanRoach

Entrepreneur, Speaker & often called The 'THINK ENGINE': Helping businesses and people grow their Impact, Influence and Income. Widow and Founder, Idea Catapult

📍 Las Vegas, Nevada 🔗 seanroach.com

📅 Joined June 2008

588 Following 12.5K Followers



Followed by DanetteMay, Impact Democracy, Brian Brushwood, and 5 others

Tweets

Tweets & replies

Media

Likes



Sean Roach @ItsSeanRoach · 22h
Looks amazing

Exhibit 14



The Furman Co.

November 27, 2019

Lee Yarborough
Propel HR
669 N Academy Street
Greenville SC 29601

Dear Lee,

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

Regards,

Stephen P. Navarro CRE FRICS CCIM
President

WHEREFORE, Plaintiff prays for an order from this Court granting her an order restraining the Defendant, as follows:

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DEC - 5 2019
WEST GREENVILLE
SUMMARY COURT

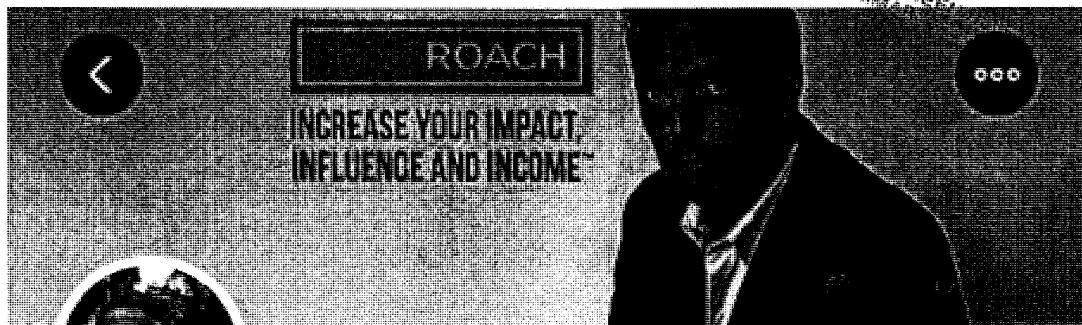
(a) Ordering that the Defendant be restrained, prohibited and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's Family,^[1] to include: Plaintiff's husband (Hubert Yarborough), Plaintiff's children, Plaintiff's parents, Plaintiff's siblings, Plaintiff's pets, co-workers, business partners, counsel, or other known associates of the Plaintiff and her Family;

(b) Ordering that the Defendant be restrained, prohibited and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations or spaces: (i) coming within 200 feet of Plaintiff's residence or place of employment; (ii) approaching Plaintiff's residence or place of employment with intent to see or conduct surveillance on the Plaintiff or any member of her Family, including her parents; (iii) Plaintiff's children's schools, (iv) Plaintiff's children's place of employment, (v) Plaintiff's husband's place of employment, (vi) Plaintiff's church; (vii) the Greenville Country Club; (viii) the Caine Halter YMCA facilities at 721 Cleveland Street Greenville, South Carolina 29601; or (ix) any other place where the Defendant reasonably knows or expects the Plaintiff to be present; and

(c) Ordering that the Defendant be restrained, prohibited and forbidden from communicating or attempting to surveil or communicate with or about the Plaintiff in any way, directly or indirectly, to include: (i) any surveillance; or (ii) use of any written, spoken, mailed or electronic communications (including social media), using the Plaintiff's name or the Plaintiff's company name or trademark, Propel HR; (iii) causing any conduct or communications to occur in any manner related to or directed to clients of the Plaintiff that a reasonable person would consider to cause the Plaintiff or her clients or customers to suffer mental or emotional distress; (iv) using or accessing any information or data obtained from the Plaintiff or her companies that is protected or restricted by any agreements signed by the Defendant; or (v) causing any conduct or communications to occur in any manner related to the Plaintiff's private affairs or her

Family's private affairs that a reasonable person would consider to cause the Plaintiff or any member of her Family to suffer mental or emotional distress, or to fear: (a) death to Plaintiff or any member of her Family; (b) assault of Plaintiff or any member of her Family; (c) battery of Plaintiff or any member of her Family; (d) bodily injury to the Plaintiff or any member of her Family; (e) criminal sexual contact on the Plaintiff or any member of her Family; (f) kidnapping of the Plaintiff or any member of her Family; or (g) damage to the property of the Plaintiff or a member of her Family.

RECEIVED
DEC - 5 2019
WEST GREEN
SUMMER



Follow

Sean Roach

@ItsSeanRoach

Entrepreneur, Speaker & often called The 'THINK ENGINE': Helping businesses and people grow their Impact, Influence and Income. Widow and Founder, Idea Catapult

📍 Las Vegas, Nevada 🔗 seanroach.com

📅 Joined June 2008

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Tweets

Tweets & replies

Media

Likes



Sean Roach @ItsSeanRoach · 22h
Looks amazing

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Lee Yaraborough

PLAINTIFF(S)

Vs.

Sean Eric Roach
34 Douglas Ave
Greenville, S.C. 29605

DEFENDANT(S)

IN THE MAGISTRATE COURT

TEMPORARY (EX PARTE)
RESTRAINING ORDER

CIVIL CASE NUMBER
2019OR2310100014

DEFENDANT IDENTIFIERS

SEX *	RACE *	DOB*	STATE	WEIGHT
M	W	7/10/1971		180
EYES	HAIR	HEIGHT		
Blue	Gray/Dark Mixed	6'2"		

And/or on behalf of minor
family member(s) or other
Protected persons: (List name)

Relationship to Plaintiff:

Former Employee

Defendant's Address

CAUTION:

*Indicates required information for entry into NCIC

☐ Weapon Involved

☐ Weapon Present on Defendant's Property

☐ Access to weapons

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter,
Additional findings of this order are as set forth below.

THE COURT HEREBY ORDERS:

☒ That the above named Defendant be restrained from committing further acts of abuse or threats of abuse.

☒ That the above named Defendant be restrained from any contact with the Protected Person as set forth on the attached pages.

The terms of this order shall remain in effect until March 31, 2020
the date of the hearing on the attached Rule to Show Cause and may be extended by this Court at that time for good cause shown.

WARNINGS TO DEFENDANT;

This order shall be enforced in any county of South Carolina and by the courts of any state, District of Columbia, any U. S. Territory, and may be enforced by Tribal Lands (18 U.S.C. Section 2265). Crossing state, territorial, or tribal boundaries to violate this order may result in federal imprisonment (18 U.S.C. Section 2262).

ONLY THE COURT CAN CHANGE THIS ORDER.

For Additional Information:

864-271-5210
Sheriff Phone Number

864-467-4645
Clerk of Court Phone Number

The Plaintiff in this action filed a complaint and motion for a Restraining Order on November 18, 2019. After reviewing the verified pleadings and affidavits, the Court determined that there existed a present danger of bodily injury to the Plaintiff and, therefore, held an emergency ex parte motion hearing on at 12:00 AM. At that hearing, the Court determined that the Plaintiff proved by a preponderance of the evidence the need for a Temporary Restraining Order.

The Court made the followings findings of fact:

- ☒ 1. The Plaintiff lives in Greenville County, South Carolina.
- ☒ 2. The Defendant lives at 34 Douglas Ave, which is in Greenville County, South Carolina.
- ☐ 3. The Defendant is employed at _____, which is located at _____.
- ☐ 4. The Defendant is a nonresident of this State or cannot be found.
- ☒ 5. The Harassment or Stalking, as described herein, occurred in Greenville, South Carolina.
- ☒ 6. The Defendant has committed the following acts which constitute Harassment in the 1st or 2nd degree or Stalking:

IT IS THEREFORE ORDERED THAT

- ☒ A. The Defendant is restrained, prohibited, and forbidden from abusing, threatening to abuse, or molesting the Plaintiff or members of Plaintiff's family.
- ☒ B. The Defendant is restrained, prohibited, and forbidden from entering or attempting to enter the Plaintiff's place of residence, employment, education, or the following locations: ANY AND ALL

- ☒ C. The Defendant is restrained, prohibited, and forbidden from communicating or attempting to communicate with the Plaintiff in any way.

The terms of this Order remain in effect until December 2, 2019, the date of the hearing on the attached Rule to Show Cause, and may be extended by this Court at that time for good cause shown.

AND IT IS SO ORDERED.

Entered at 3:30 on 12/10/19, 2019.

Daniel Fisher
MAGISTRATE

VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE PUNISHABLE BY THIRTY DAYS IN JAIL, A FINE OF FIVE HUNDRED DOLLARS, OR BOTH, AND IS IN ADDITION TO OTHER CRIMINAL PENALTIES WHICH MAY RESULT FROM SUCH ACTION.

PURSUANT TO SECTION 16-25-125 OF THE SOUTH CAROLINA CODE OF LAWS, IT IS UNLAWFUL FOR A PERSON WHO HAS BEEN CHARGED WITH OR CONVICTED OF CRIMINAL DOMESTIC VIOLENCE OR CRIMINAL DOMESTIC VIOLENCE OF A HIGH AND AGGRAVATED NATURE, WHO IS SUBJECT TO AN ORDER OF PROTECTION, OR WHO IS SUBJECT TO A RESTRAINING ORDER, TO ENTER OR REMAIN UPON THE GROUNDS OR STRUCTURE OF A DOMESTIC VIOLENCE SHELTER IN WHICH THE PERSON'S HOUSEHOLD MEMBER RESIDES OR THE DOMESTIC VIOLENCE SHELTER'S ADMINISTRATIVE OFFICES. A PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN THREE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN THREE YEARS, OR BOTH. IF THE PERSON IS IN POSSESSION OF A DANGEROUS WEAPON AT THE TIME OF THE VIOLATION, THE PERSON IS GUILTY OF A FELONY AND, UPON CONVICTION, MUST BE FINED NOT MORE THAN FIVE THOUSAND DOLLARS OR IMPRISONED FOR NOT MORE THAN FIVE YEARS, OR BOTH.

TO LAW ENFORCEMENT OFFICERS:

Notwithstanding any other provision of law, the terms of this Order are enforceable throughout this State. S.C. Code Ann. § 16-3-1750(E). Any person who violates a provision of this Order is subject to a fine of \$500, thirty days imprisonment, or both. S.C. Code Ann. § 16-3-1770(C). Law enforcement officers shall arrest a defendant who acts in violation of this Order after service and notice of the Order have been provided. An arrest warrant is not required. S.C. Code Ann. § 16-3-1800.

COPY GIVEN TO PLAINTIFF BY Pa (initials)

COPY GIVEN TO DEFENDANT BY Pa (initials)

67-10

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Ryan Beasley
416 East North Street
Greenville, SC 29601-2931

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

West Greenville Summary Court
301 University Ridge, Suite 5100
Greenville, SC

on December 2, 2019 at 10:30 AM to serve as a party in a Bench Trial in the case of:

RE: Lee Yaraborough

Vs Sean Eric Roach

Lee Yaraborough

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2019OR2310100014, Restraining Order.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.

JUDGE

West Greenville Summary Court
301 University Ridge, Suite 5100
Greenville, SC 29601
Phone: (864) 467-4640
Fax: (864) 467-4644

November 18, 2019

*Issue Temporary
Restraining Order.
Def. requested continuance
to consult with attorney
by 12-16-19. Reset hearing
after January 1st O. Fink*

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

Sean Roach
34 Douglas Ave
Greenville, SC 29605

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**West Greenville Summary Court
301 University Ridge, Suite 5100
Greenville, SC**

on **December 2, 2019 at 10:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Lee Yaraborough

Vs Sean Eric Roach

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2019OR2310100014, Restraining Order.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**

JUDGE

**West Greenville Summary Court
301 University Ridge, Suite 5100
Greenville, SC 29601
Phone: (864) 467-4640
Fax: (864) 467-4644**

November 18, 2019

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

Lee Yaraborough

MAGISTRATE SUMMONS

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**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**

JUDGE

**West Greenville Summary Court
301 University Ridge, Suite 5100
Greenville, SC 29601
Phone: (864) 467-4640
Fax: (864) 467-4644**

November 18, 2019

Matter Overview

Sean Eric Roach moved to Greenville, SC from Nevada in about September 2018. It appears that the move was prompted by an offer from the Chandler School on Augusta Rd. to admit his son, Regan, who has special educational needs. As of 01 November 2018 he began acting as a consultant, via an agreement with one of his businesses, Idea Catapult, LLC, to Propel HR located at 669 N. Academy St. Greenville, SC 29601.

His consulting contract gave him access to most company systems, clients and employees. Interviews with a number of employees indicate that he is very bright, charismatic and aggressive. At the same time, he began developing personal relationships with a number of Propel HR employees and indicating that they were undervalued and that he could help them find better positions or that there should be a change of management at the current company. During this same period the Company became increasingly dissatisfied with the Subject's performance and his apparent attempts to undermine the management of the Company. On 13 May 2019 the Company informed the Subject, by letter, that they were terminating his contract but were going to pay commissions due as well as consulting fees for the balance of May and the month of June. At this time the Subject appears to begun a campaign to annoy, embarrass and dis-credit the management of Propel HR to the extent of appearing to threaten the management of the Company. At that time then Det. Drew Palmer was contacted and he had a conversation with Sean Roach in which he indicated that Propel HR was represented by counsel and that he should direct his inquiries to the lawyers. It appears that he did in fact contact the lawyers on several occasions and then went silent.

On Friday 01 November 2019 Propel HR was inundated by calls from clients, competitors, employees and neighbors of management indicating that they had received a malicious, racist and disturbing mailings and post cards targeting the Company in general and its' President, Ms. Lee Yarborough in particular. The mailing contains a color postcard using her image and likens her to the social elitist and racist character Hilly in the movie "The Help". In fact, this mailing, which appears to number in the hundreds, was mailed from Jackson, MS and used the same return address, 1119 Pinehurst St. Jackson, MS 39202, as the former residence of the book and which is now part of the Mississippi Department of Archives and History. The Department has been notified and has offered to assist if needed.

The mailing went to all of the Company's customers, including South Carolina state agencies, associations to which the Company belongs including one on whose Board Ms. Yarborough sits, more than 100 of Ms. Yarborough's neighbors as well as employees, banks and the Greenville Chamber of Commerce. It appears that business relationships received a complete mailing and neighbors received post cards.

Post Cards -

On receiving the post cards Ms. Yarborough's neighbors began contacting her and indicating that Sean Roach, who also lives in the area, had been walking the area and talking to neighbors about Ms. Yarborough for several weeks before the mailing. One of those neighbors, Laura Saunders Cox, a judge in Greenwood, has indicated that she had been approached by Roach and was more than willing to give a statement.

Corporate Mailings -

The actual mailings included a copy of the post card printed on the envelope and contained a letter claiming that the Company was the subject of sexual harassment and racism investigations and also included private and confidential electronic communications between two former employees and the Company; all without their knowledge or consent. Also, a number of the mailings contained partial customer EIN's which are safeguarded in the Company records and could only been accessed, illegally, through Company systems.

The foregoing would appear to more than meet the threshold for consideration as Harassment in the first degree as defined in SC Code § 16-3-1700 (2013) (an overview of the code is attached with this report) as well as Unlawful Communication statutes including;

(A) It is unlawful for a person to:

- (1) use in a telephonic communication or any other electronic means, any words or language of a profane, vulgar, lewd, lascivious, or an indecent nature, or to communicate or convey by telephonic or other electronic means an obscene, vulgar, indecent, profane, suggestive, or immoral message to another person;
- (2) Threaten in a telephonic communication or any other electronic means an unlawful act with the intent to coerce, intimidate, or harass another person;
- (3) Telephone or electronically contact another repeatedly, whether or not conversation ensues, for the purpose of annoying or harassing another person or his family;

Fear / Physical Threats –

Numerous interviews with various parties indicates that Sean Roach has continued to contact, harass and threaten people up until Saturday 02 November 2019. The following individuals have indicated their willingness to be interviewed and provide affidavits as to the continued concerns and anxiety;

Lee Yarborough – President Propel HR 864-386-6361

Braxton M. Cutchin - EVP Propel HR 864-423-7973

Teresa Dick – VP Propel HR 864-404-7894

Dee Sibert - Controller Propel HR 864-616-9231

Nora Nix – Implementation Specialist 864-809-7520

Kelli Harvey – Former Employee 864-906-1172

Angela Tyler – Former Employee 803-984-9842 – Text Messages Provided

Aaron Drye Former Employee 864-275-5664

Updates –

The Chandler School – Sean Roach initially came to Greenville, according to what he told employees of Propel HR, because he was friends with Jan Jones, Mayor of Las Vegas from 1990 to 1999. His son Regan is dyslexic and he claims that Jan Jones told him that her husband, Dana Blackburn, was the headmaster of Chandler School and that he could arrange a scholarship for Regan. Recently Michael O'Shea an investigator with Forensic Research Group was contacted by Dana Blackburn who had heard about the mailing related to Propel HR and wanted to share his experience with Sean Roach. He indicated that there was no scholarship available and emailed Roach prior to his arrival in Greenville to tell him that. Roach showed up anyway and Chandler admitted Regan with the understanding that they would give Sean Roach a month or so to get a job and then pay the tuition of \$14,000 per semester. At the end of the semester the School released Regan and Sean Roach began a continued campaign of mailings and phone calls to parents and staff and culminating with a screaming match in the school office with Dana Blackburn. To date Roach still owes the tuition and continues to attempt to contact parents and even took out an ad in the Greenville News maligning the school and its staff. Dana Blackburn is prepared to provide statements.

Home / Lawsuit in Rancho Mirage, CA – recent research indicates that Sean Roach et al was named as a Defendant in PSA 1804531. In December 2015 Roach, via one of his business entities, purchased the residence at 58 Calle Manzanita Rancho Mirage, CA for a consideration of \$885,000.00 and put \$25,000.00 down and convinced the sellers to take back a mortgage for the balance. By December 2017 Roach ceased making payments and the Sellers began foreclosure proceedings.

In June 2018 the Sellers completed the foreclosure. At that time they found that the home had been destroyed and ultimately required some \$385,000.00 in repairs. O'Shea contacted the Plaintiffs attorney, Paul D. Bojic who indicated that the Plaintiffs have decided not to pursue Roach because they were afraid of him. They also expressed concern for his child Regan. Attorney Bojic indicated that he had numerous "run-in's" with Roach and indicated that he felt he, Roach, was unstable and disturbed.

As we talked today, I need some help. I am being harassed at work and at home by a former associate. Propel HR entered into a business relationship with Sean Roach last October. He was hired as a 1099 contractor to help as a sales strategist. He worked with us until May 13th when we terminated the contract. We terminated the contract because he began making threats such as he was going to "go nuclear." He was concerned that we may end the contract so he became very aggressive and then it made us terminate quickly, change the locks, and end the relationship immediately.

After the termination, he contacted many of our employees telling them the company was going down and he would help them find another job. These employees asked him not to contact them but he kept contacting them non-stop. HE sent me and other members of our executive team threatening texts as well. He said he would die trying to destroy our company and many other things. The texts also insinuated that he could "hear" and "see" me in the office. It was very frightening and we had to add additional security at the office.

I live in the same neighborhood as Sean Roach. 2 blocks away – he is at 34 Douglas Avenue. I used to see Sean when I walked. I now don't walk in my neighborhood because I am scared of him. I have 2 daughters and they are home by themselves after school. IN June, the police talked to Sean and told him to cease contact with anyone from Propel.

As of October 31st, he has sent 1 letter and 5 postcards defaming me and Propel HR to all of my clients. One has my picture on it with my name with despicable and inflammatory language and it was sent to all of my neighbors as well as boards that I am involved in. Today's postcard is attached. This was sent to all my neighbors and clients and the picture has a photoshop of my father. He mentions college as well and he knows that I have a daughter who is a senior and we are working on college applications.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	13 TH JUDICIAL CIRCUIT
SEAN ERIC ROACH,	)	C.A. No.: 2020-CP-23-00183
	)	
APPELLANT,	)	(Appeal from West Greenville Summary
	)	Court, Case No. 2019-CV-23-101000014)
V.	)	
	)	RESPONDENT'S MOTION
LEE YARBOROUGH,	)	TO DISMISS APPEAL
	)	AND REMAND
RESPONDENT.	)	

Pursuant to Magistrate Court Rules 2 and 18, Plaintiff / Respondent hereby files this motion to dismiss the Appeal / Notice of Appeal ("Appeal"), filed Jan. 10, 2020. As will be shown in the record, the matter is not ripe for appeal, and the issues complained of were not preserved for appeal. The record will show that Appellant never requested the West Greenville Summary Court for a hearing, as complained of in Paras. 1 and 3 of the Appeal. Additionally, Appellant did not ask for a hearing within fifteen (15) days, as complained of in Paras. 1 and 3 of the Appeal. The undersigned hereby affirms he was never served with any requests for a hearing by Appellant in the underlying case.

Accordingly, for at least the reasons set forth above, the Appeal must be dismissed because the Appellant is asking this Court on appeal to order the Magistrate / Summary Court to do what the Appellant never even requested. *See e.g., Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.*, 368 S.C. 342, 372-73, 628 S.E.2d 902, 919 (Ct. App. 2006) (stating the rule as follows: "In order for an issue to be properly preserved for appeal, it must have been both raised to and ruled upon by the trial court." (citing *Elam v. S.C. DOT*, 361 S.C. 9, 23-24, 602 S.E.2d 772, 779-780 (2004))).

Respondent reserves the right to address the lack of merit of the other grounds purportedly raised in this untimely appeal, as necessary. As an example, with respect to Paras. 2, 5 and 6 of the Appeal, Appellant misrepresents the record and fails to acknowledge he was served with the Plaintiff's Filed Verified Complaint in the underlying Restraining Order action, which included 116 verified Paragraphs, and 14 Exhibits, within its 74 pages. The Verified Complaint and Exhibits address the issues purportedly complained of in Paras. 2, 5, and 6, and all of that was of record in the Summary Court before issuance of the Temporary Restraining Order. Appellant also mis-represents the record in Para. 3, as an "informal, off-the-record conference," presumably referring to the Dec. 2, 2019, proceeding before Judge Darrell S. Fisher, for which Appellant received Notice from the Summary Court, and appeared, and for which there is an audio recording of the entire proceeding on a CD. Further by way of example, Appellant has provided no proof that he was not provided the Court file, as complained of in Para. 4 of the Appeal, or any authority for this as a ground for an appeal.

Still further, on information and belief and in view of the above grounds for dismissal, Appellant filed this appeal for purposes of confusion and delay, as the order appealed from is a Temporary Restraining Order that expires by its own terms on March 31, 2020. On information and belief, the subject Appeal of this matter in its normal course will not even be resolved by the time the order would expire and become moot. Additionally, if this Appeal is still pending, Respondent / Plaintiff will be deprived of her right and opportunity to seek an extension of the Restraining Order, as provided by the statute and could be forced to file another action on the same subject matter in order to continue to protect herself and her family.

For at least these reasons, Respondent respectfully requests that the Appellant's Appeal / Notice of Appeal, filed Jan. 10, 2020, be dismissed and this case be immediately remanded to the West Greenville Summary Court for scheduling of the Appellant's requested hearing.

Respectfully Submitted,

WESLEY D. FEW, LLC

s/Wesley D. Few/
Wesley D. Few, S.C. Bar No. 15565
Post Office Box 9398
Greenville, South Carolina 29604
(864) 527-5906 | wes@wesleyfew.com

ATTORNEYS FOR RESPONDENT

Greenville, South Carolina
January 30, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Lee Yarborough,)
)
Plaintiff,)
)
vs.)
)
Sean Eric Roach,)
)
Defendant.)
_____)

IN THE MAGISTRATE'S COURT
WEST GREENVILLE SUMMARY COURT

Civil Case No. 2019-OR-23-10100

**DEFENDANT'S MOTION TO DISMISS
PURSUANT TO RULE 12(b)(8), SCRPC**

RECEIVED
FEB 28 2020
WEST GREENVILLE
SUMMARY COURT

Defendant, Sean Eric Roach, by and through his undersigned counsel, hereby files this Motion to Dismiss Pursuant to Rule 12(b)(8), SCRPC, because “another action is pending between the same parties for the same claim.” Rule 12(b)(8), SCRPC. The grounds for this motion are as follows: Plaintiff, Lee Yarborough, is a also Plaintiff in another civil action currently pending in the United States District Court for the District of South Carolina, Greenville Division, captioned Propel PEO, Inc., Propel HR, Inc., and Lee C. Yarborough v. Sean Eric Roach, Idea Catapult, LLC, Angela Renea Tyler, and Arron Drye, Case No. 6:19-cv-03546-HMH-KFM (hereinafter “Federal Case”), which complaint was filed on December 20, 2019, and which contains many of the exact same allegations as this case; (2) the Federal Case, which contains 352 separate paragraphs over 59 pages, includes the exact same 14 exhibits filed in the Magistrate’s case, plus four additional exhibits relating to the additional two individual Defendants in the Federal Case; (4) Plaintiffs’ claims in the Federal Case primarily involve the exact same mailings at issue in the Magistrate’s case; thus, both lawsuits clearly arise out of the same transactions or occurrences; (5) Plaintiffs’ Complaint in the Federal Case includes common-law causes of action under South Carolina law for invasion of privacy, intentional infliction of emotional distress, defamation–libel per se, and civil conspiracy;

all based on the same alleged conduct in the Magistrate's case; and (6) Plaintiffs in the Federal case request preliminary and permanent injunctive relief similar to the relief requested in the Magistrate's case. A true and accurate copy of the Complaint in the Federal Case is attached hereto as Exhibit A.

As this Court should know, the provisions of the South Carolina Rules of Civil Procedure apply to civil cases in Magistrate's Court "to the extent that they are not inconsistent with statutes and rules governing [Magistrate's Court]." Rule 81, SCRPC.

For all of the foregoing reasons, Defendant hereby requests that this case be dismissed pursuant to Rule 12(b)(8), SCRPC.

Respectfully submitted,



David E. Rothstein (SC Bar No. 66295)
ROTHSTEIN LAW FIRM, PA
1312 Augusta Street
Greenville, SC 29605
(864) 232-5870 (office)
(864) 241-1386 (facsimile)
drothstein@rothsteinlawfirm.com

Attorney for Defendant, Sean Eric Roach

February 28, 2020

Greenville, SC 29605

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

PROPEL PEO, INC., PROPEL HR, INC., AND
LEE C. YARBOROUGH,

Plaintiffs,

v.

SEAN ERIC ROACH, IDEA CATAPULT, LLC,
ANGELA RENE TYLER, AND ARRON
DYE,

Defendants.

Case No. 6:19-cv-03546-HMH

**COMPLAINT
(JURY TRIAL REQUESTED)**

Plaintiffs Propel PEO, Inc., Propel HR, Inc. (hereafter collectively "Propel" or "Propel HR"), and Lee C. Yarborough ("Yarborough") (collectively "Plaintiffs"), complaining of Defendants Sean Eric Roach ("Roach"), Idea Catapult, LLC ("Idea"), Angela Renea Tyler ("Tyler"), and Arron Dye ("Dye") (hereafter collectively "Defendants") allege and state the following:

NATURE AND BASIS OF ACTION

1. This Action arises out of Defendants' prior relationships with Propel as employees and / or independent contractors. In their respective positions, Defendants were privileged to have access to confidential, proprietary and trade secret information belonging to Plaintiffs. Defendants are all also subject to valid and enforceable contractual provisions and restrictions on their use of Plaintiffs' confidential information, including client lists and data, and under duties not to solicit clients of Propel.
2. Defendant Roach has stated his intent to get revenge on the Plaintiffs. after his

consulting agreement was terminated on May 13, 2019 (**Exhibit 4**). Since that time, and starting most recently on or about October 31, 2019, Plaintiffs' representatives have been provided with copies and otherwise made aware of numerous mailings of post cards and letters including the use of the Plaintiff's registered federal trademark / servicemark PROPEL HR® (Registration No. 5,284,048). These mailings include the Propel HR logo, and did not originate from the Plaintiffs. The mailed items are obviously intended to defame, embarrass, intimidate and harass the Plaintiffs.

3. Many of the address blocks used on these mailings included the last 4 digits of client EIN / TIN, indicating that one or more of the Defendants have conspired to work together to use the Plaintiff's confidential, proprietary and trade secret information for illicit purposes, namely in their attempt to cause harm to the Plaintiff and harm its longstanding relationships with its clients. The items being mailed, as of the preparation of this action, include at least eight (8) separate items (**Exhibits 5-12**), and were apparently mailed to Propel clients, business associates of the Plaintiffs, and residents in the neighborhood where the Plaintiff Yarborough lives. The items mailed so far have originated from numerous locations throughout the United States, including: (i) Jackson, Mississippi; (ii) Greenville, South Carolina, (iii) Charlotte, North Carolina, (iv) San Diego, California, and (v) Orlando, Florida.

4. Coincidentally, this string of eight (8) separate mailings from October 31 to December 2, 2019, has apparently ended after Defendant Roach appeared for a hearing on a Restraining Order on December 2, 2019, before Magistrate Judge Darrell S. Fisher in the West Greenville Summary Court. Judge Fisher signed a Restraining Order against Roach on December 10, 2019, and also a revised / amended order on December 11, 2019, restraining Roach from contact with Plaintiff Yarborough, effective until March 31, 2020, in *Lee Yarborough v. Sean Eric Roach*, Case No.: 2019-OR-23-10100014.

5. Defendants' actions, as set forth herein, including but not limited to the items

placed in the U.S. Mail and the use of the Plaintiffs' confidential information accessed and used illegally constitutes false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B); contributory false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B); federal unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A); violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*; unfair competition under common law; breach of contract with utter disregard for the rights of Plaintiffs; tortious interference in violation of South Carolina common law; and an unfair trade practice in violation of S.C. Code Ann. § 39-5-10 *et seq.* Also, Defendants' theft, misappropriation, and / or use of confidential information owned by Plaintiffs in aid of their business in commerce, and promotion of the "mailings" are in violation of 18 U.S.C. § 1836 *et seq.*, the Defend Trade Secrets Act of 2016, and the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq.*

6. Plaintiffs seek injunctive relief, actual damages, punitive damages, and recovery of their costs and attorneys' fees incurred in connection with this action.

PARTIES

7. Plaintiff Propel PEO, Inc. is a corporation formed under the laws of the state of South Carolina with its principal place of business in Greenville, South Carolina.

8. Plaintiff Propel HR, Inc. is a corporation formed under the laws of the state of South Carolina with its principal place of business in Greenville, South Carolina.

9. The Plaintiff Lee C. Yarborough resides in Greenville County, South Carolina, and she has lived in the County most of her adult life.

10. Defendant Sean Eric Roach is, on information and belief a legal resident of Nevada, presently living in Greenville County, South Carolina.

11. Defendant Idea Catapult, LLC, is, on information and belief, a Nevada limited

liability company, owned and / or controlled by Sean Roach.

12. Defendant Angela Renea Tyler is, on information and belief, a legal resident of the state of South Carolina and resides in Chester County, South Carolina.

13. Defendant Arron Drye is, on information and belief, a legal resident of the state of South Carolina and resides Greenville County, South Carolina.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338 in that this action arises under the laws of the United States, specifically including but not limited to: (i) the Lanham Act, 15 U.S.C. § 1051 *et seq.*; (ii) the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836 *et seq.*, and (iii) the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*.

15. The Court also has supplemental jurisdiction over Plaintiffs' state and common law claims pursuant to 28 U.S.C. § 1367, which form part of the same case or controversy, including but not limited to the following: (i) violations of the South Carolina Homeland Security Act, S.C. Code Ann. § 17-30-10 *et seq.*, (ii) violations of the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq.*, (iii) violations of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.*, as well as Plaintiffs' contractual breach, interference, and common law claims for Unfair Competition, Invasion of Privacy, Outrage / Intentional Infliction of Emotional Distress, Defamation, and Conspiracy.

16. This Court has personal jurisdiction over Defendants because, upon information and belief, for at least the reason that one or more of the individual Defendants are purposefully directing their U.S. Mail based attacks on the Plaintiffs to residents and businesses in Greenville County, and also because the individual Defendants are each parties to and subject

to one or more agreements with the Propel Plaintiffs that provide for venue and jurisdiction of all disputes in Greenville County, South Carolina.

17. This Court has personal jurisdiction over Idea Catapult as a result of the agreements with the Plaintiffs identified below (Exhibits 2-3).

18. Venue is proper in this judicial district and division pursuant to 28 U.S.C. § 1391 because all Defendants are subject to the personal jurisdiction of this Court. Venue is also proper in this division because a substantial part of the events giving rise to the claims in this action occurred in the District of South Carolina, including, upon information and belief, one or more of Defendants' marketing their defamatory mailings using the Plaintiff's Registered Trademark to and from within the District of South Carolina, and the conduct of Defendants within the District of South Carolina, who caused the mailings into the District of South Carolina and throughout the United States. Venue and jurisdiction is also proper in this district and division based on the Plaintiff's confidential, proprietary, and trade secret information that was accessed, maintained and used by Defendants in the division, and which is property of the Plaintiff, which is a South Carolina corporation with offices in South Carolina, and in this division.

FACTUAL ALLEGATIONS

19. Defendant Roach, on information and belief, lives approximately 0.3 miles from the Plaintiff Yarborough's residence, where she has lived since 2006. On information and belief, Defendant Roach has resided at this address for approximately one year.

20. Defendant Roach knows where the Plaintiff Yarborough lives and works. Defendant Roach is also aware that the Plaintiff and her family are members of the Greenville Country Club, and that she utilizes YMCA facilities on Cleveland Street, known as the Caine Halter YMCA.

21. On information and belief, Defendant Roach is aware of where Plaintiff Yarborough's husband works.

22. Plaintiff Yarborough received a diploma from Lakeside High School. After graduation from high school, she attended Vanderbilt University from 1989 to 1993, earning a Bachelor of Arts in History.

23. In 1996, Plaintiff Yarborough and her father, Braxton Cutchin, founded Personnel Resources, LLC that later became Propel HR. The company's mission is to provide valuable human resources outsourcing solutions through client-focused partnerships.

24. Since its founding, Propel HR has achieved its goals of creating successful and thriving business partnerships, has expanded its lines of service, and grown to employ over three dozen people.

25. Plaintiff Yarborough is presently the President and one of the principal owners in the assets and interests of Plaintiffs Propel PEO, Inc., and Propel HR, Inc.

26. Propel PEO, Inc. is a professional employer organization licensed by the South Carolina Department of Consumer Affairs as well as a certified professional employer organization ("CPEO") certified by the Internal Revenue Services.

27. Propel HR has expended considerable time and resources developing its good name and reputation for service in the local community, built upon its guiding principles of Integrity, Excellence, Growth and Stewardship.

28. Propel HR is accredited by and holds an "A+" rating from the Better Business Bureau®. Propel HR has also been named Small Business of the Month by the Greenville Chamber of Commerce.

29. Since founding Propel HR, Plaintiff Yarborough has been active in the local community, as well as within the PEO and HR industry, including but not limited to the following:

- serving on the Board of Directors (currently as Vice Chair) of the National Association of Professional Employer Organizations (NAPEO), which is intended to be the Voice of the PEO¹ Industry;

¹ According to the NAPEO, PEOs provide payroll, benefits, regulatory compliance assistance, and other HR services to small and mid-sized companies.

- serving as Chair for the NAPEO Carolinas Leadership Council;
- In 2015, was named a Fellow in the 11th class of the Liberty Fellowship Program, and a member of the Aspen Global Leadership Network;
- serving currently on the Board of Public Education Partners; and
- founding and serving as director of Read Up Greenville, a young adult and middle grades book festival in downtown Greenville, South Carolina.

30. All Plaintiffs value and enjoy their excellent reputations for business acumen, community service, and good character.

31. Defendant Roach and his company, Idea Catapult, LLC,² by virtue of the now terminated consulting relationship with Propel HR (**Exhibits 2-4**), on information and belief, is and was well aware of Plaintiff Yarborough's ownership interests in Propel HR, and the extent of her ownership.

32. All actions of Defendant Roach, as described herein, are also attributable to Defendant Idea Catapult, LLC, for the reasons set forth herein, including specifically the fact that, on information and belief, Idea Catapult has no other agents or employees acting on its behalf.

33. Defendants knew that any action taken adverse to Propel HR, is also directed at Plaintiff Yarborough personally as the owner and one of the founders of Propel HR.

34. Propel HR is in possession of all rights associated with the federally registered trademark, granting exclusive rights in the mark PROPEL HR, specifically including but not limited to all rights for goods and services, including "[s]erving as a human resources department for others; human resources management services, namely, administration of payroll processing and employee wages, time and labor tracking, and employee leave of absences; human resources consultation; [and] [c]laims administration in the field of workers' compensation; financial administration of master 401(k)

² See **Exhibit 13**, Twitter profile of Defendant and his company, Idea Catapult.

plans and Section 125 plans,” known and identified in the Patent and Trademark Office as Registration No. 5,284,048 (hereafter “PROPEL HR” or “Trademark”).

35. The PROPEL HR / Trademark / name has been in continuous use by Propel HR since at least as far back as April of 2007. In addition to the Trademark, and as shown on its web-site, Propel HR also uses the phrase or tagline, “Business Forward,” as part of its tradename, and in the promotion of its services to existing and prospective clients and customers.

36. Plaintiffs are informed and believe that the Defendants’ “unauthorized use” use of Propel HR’s Trademark, Propel HR, as described and set forth herein with respect to at least the eight (8) mailings identified below (**Exhibits 5-12**), is a violation of federal law, including but not limited to the Lanham Act, 15 U.S.C. § 1125, and the Roach Confidentiality Agreement (**Exhibit 2**), as specifically prohibited at Paragraph 7.³

37. These malicious and illegal uses constitute infringement, tarnishment, and / or dilution and cannot be considered to serve any useful or legitimate purpose.

38. In addition to owning exclusive rights in the PROPEL HR / Trademark, Plaintiff and Propel HR have spent considerable resources developing their good names and reputations for professional services in the local, regional and national business communities.

GREENVILLE NEWS – “SHARK” ADVERTISEMENT BY DEFENDANT

39. On or about October 7, 2018, representatives of Plaintiffs saw an advertisement in the Greenville News, entitled, “IT WASN’T A SHARK THAT KILLED HER! It was much worse ...” This advertisement is attached here as **Exhibit 1**, and as shown in the grey shaded box at the bottom right, the advertisement concluded by stating, “Widowed Dad Wants to Work For You,” and provided

³ Para. 7 of the Roach Confidentiality Agreement, provides: “No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder.”

what turned out to be contact information for Defendant, Sean Eric Roach, including an upstate South Carolina telephone number with “864” prefix.

40. After seeing this advertisement, representatives of Propel HR contacted Defendant Roach and he quickly began selling his proposed sales services.

41. Sometime after this advertisement was run and contact was made with Defendant Roach, he attended a Kronos conference / event in Las Vegas, Nevada, with Plaintiff Yarborough’s brother, Robert Cutchin, and business partner, Paul Garrigan, and Paul’s spouse. Paul is also a principal / owner of Propel HR, and Robert also works for the Propel HR.

42. Defendant Roach represented that he was from Las Vegas and apparently entertained Robert and Paul and Paul’s wife while they were in Nevada.

ROACH AGREEMENTS, THREATS AND TERMINATION

43. On or about October 29, 2018, Sean Roach as CEO of his company, Idea Catapult, LLC, entered into a Confidentiality and Non-Disclosure Agreement with Propel HR (hereafter “Roach Confidentiality Agreement,” attached here as **Exhibit 2**).

44. On or about November 1, 2018, Sean Roach individually and his company, Idea Catapult, LLC, entered into an Independent Contractor Agreement with Propel HR (hereafter “Roach IC Agreement,” and attached as **Exhibit 3**) (The Roach IC Agreement and the Roach Confidentiality Agreement may hereafter be referred to collectively as the Roach Agreements).

45. In or around January of 2019, Defendant Roach began a very aggressive and concerning push to get Propel HR to purchase a very expensive Customer Relations Management (“CRM”) system, known as Salesforce. One of the reasons Defendant Roach used to “uncomfortably urge” Propel HR to purchase this CRM system was that he had arranged a deal through some alleged expert Salesforce implementation consultants.

46. In or around November and December of 2018, Defendant Roach approached Plaintiff

Yarborough and represented to her that the Propel HR sales team felt like she “sh%t,” on them. This made Plaintiff Yarborough feel very, very uncomfortable as Defendant knew that the Plaintiff does not speak that way in the office. After this incident and verbal exchange, Defendant Roach mailed Plaintiff a package containing two plastic “poops,” each resembling an actual pile of feces. Roach somehow knew when the Plaintiff Yarborough had opened the package, and almost immediately thereafter contacted her electronically to ask if she liked it.

47. Defendant Roach later sent a supposed apology email, apparently knowing the poop package was not well received. Plaintiff did not know how to respond and was very upset at that time.

48. Among other things that caused the Plaintiff concern, around this same time, Defendant Roach insisted on telling Propel HR employees that he was “performing a colonoscopy” of the company. This characterization was not provided for in any of the Roach Agreements (Exhibits 2-3), and Defendant Roach knew it was not well received by the Plaintiffs.

49. On May 13, 2019, for good cause, Propel HR exercised its right to terminate the Roach Agreements. Propel HR sent a termination letter to Defendant Roach on May 13, 2019, and stated, in part: “As a reminder, the terms of that certain Confidentiality and Non-Disclosure Agreement signed by Propel and Contractor on October 29, 2018, remain in effect for a period of five (5) years. In addition, the provisions on the non-solicitation of clients set forth in paragraph 9 of the Agreement remain in effect for a period of twelve (12) months following the termination of the Agreement.”

50. Around the time of the impending termination of his contractual relationship with Propel HR, Defendant Roach stated to Propel HR representatives he would go “nuclear” on them, and also began sending other threatening messages to Propel HR employees, including, by way of example, the following to Propel HR Executive team members:

- Sent a text message on or about May 14, 2019, to Paul Garrigan, a principal in Propel HR, stating, “Told you last night I wanted to end this and right, not go to battle.” and “I’m seeing red!”;

- Sent a text message to Plaintiff Yarborough's father, Braxton Cutchin, on or about June 14, 2019, stating, "And know this will become a game for me to Right this Wrong you have caused! I will play this Game for Years to come (I have not even started to play), I know you know I am competitive and play to Win, and since you are saying you want to hurt me, you will have to kill me to end the game!" (underline emphasis added);
- Sent a text message to Braxton Cutchin, Paul Garrigan, and Plaintiff Yarborough on June 19, 2019, stating he "heard" them in their offices at Propel HR.

51. In addition to the above described threats to Propel HR Executive team members, Defendant Roach also communicated with current or former Propel HR employees, as follows:

- contacted multiple employees stating he would get them a job with another company and that Propel was in trouble. He spread untrue information to employees and harassed them;
- contacted an employee by telephone and then sent a text message on or around June 11-13, 2019, insinuating that he was watching Propel HR employee actions and listening to conversations in Plaintiff Yarborough's offices, stating he could not "get my popcorn fast enough to watch," and also stating he could not hear as well in certain parts of the office building, causing employees to ask that Propel HR lock the front door to the building during the workday for fear of the Defendant Roach;
- contacted an employee and stating, "detriment was coming to Propel," and also that he could find her a better place to work. Roach again stated that he "knows, hears, and sees more than anyone knows," and that his "goal is to crush the company and I'm good at what I do"; and
- stated to an employee on or about May 25, 2019, that he was "taking Propel down piece by piece."

52. Needless to say, Plaintiff Yarborough and other Propel HR employees and members of the Executive Team were very concerned after being made aware of the above-identified communications, and, in hindsight, feel a Restraining Order should have been obtained at that time.

53. Due to growing concerns about the communications from Defendant Roach after the termination on May 13, 2019, Propel HR engaged outside counsel to send a cease and desist letter. Attached here as Exhibit 4 is the letter sent to Roach and his company, Idea Catapult, LLC, from Propel HR's outside counsel at the Ogletree Deakins law firm, dated June 18, 2019.

54. Among other matters as set forth in the letter, including to cease and desist

communications with Propel HR clients and employees, Propel HR reminded Defendant Roach regarding the Roach Confidentiality Agreement (**Exhibit 2**), as follows:

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession.

55. Defendant Roach responded to Propel HR's counsel making threats of a breach of contract claim, yet he continued to violate the Roach Confidentiality Agreement by not returning the Confidential Information belonging to Propel HR, as required by Paragraph 6 of the Roach Confidentiality Agreement (**Exhibit 2**).

56. If Defendant Roach felt he had any legal recourse or a problem with the way his and his company's relationship with Propel HR was terminated, specifically via the Roach Agreements, he could have and should have conferred over the matter and / or filed a civil lawsuit to enforce any allegedly breached provisions of the Roach Agreements (**Exhibits 2-3**).

57. Instead, led by Defendant Roach, Defendants have engaged in a malicious campaign against the Plaintiffs, made possible only by their blatant disregard for and intent to violate applicable legal provisions, including but not limited to:

- (i) Lanham Act, 15 U.S.C. § 1051 *et seq*;
- (ii) Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq*;
- (iii) Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq*;
- (iv) S.C. Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq*;
- (v) S.C. Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq*;
- (vi) S.C. Homeland Security Act, S.C. Code Ann. § 17-30-10 *et seq*;
- (vii) The Roach Confidentiality Agreement (**Exhibit 2**);

- (viii) The Roach IC Agreement (**Exhibit 3**);
- (ix) Drye's Confidentiality and Non-Solicitation Agreement (**Exhibit 15**); and
- (x) Tyler's Confidentiality and Non-Solicitation Agreement (**Exhibit 17**).

58. Based not just on the fact that the eight mailings described below were mailed to Propel HR clients, but also included the last 4 digits of some of those client's EIN / TIN (*see* originals / unredacted copies of **Exhibits 5-12**), Defendants, at a minimum, have illegally accessed and used Propel HR's confidential information in violation of the Roach Confidentiality Agreement (**Exhibit 2**), specifically at Paragraphs 1 and 2, the Drye Agreement (**Exhibit 15**), specifically at Paragraphs 2 and 4, and the Tyler Agreement (**Exhibit 17**), specifically at Paragraphs 2 and 4.

59. Defendants never sought or obtained permission from Propel HR to use its Confidential Information at any time after termination of their Roach Agreements (*See e.g.*, **Exhibits 2-4, 15-16, and 17-18**).

60. Defendants knew they intended to use the Plaintiffs' Confidential Information improperly, and that is why they did not return it to Propel HR, as contractually bound to do.

61. If not for Defendant Roach's unauthorized access and use of Propel HR's confidential and protected computer systems and data in violation of the Roach Agreements, Defendants could not have sent the mailings described herein, and also Roach could not have conducted unauthorized electronic surveillance of the Plaintiff Yarborough and other Propel HR employees.

SURVEILLANCE BY ROACH

62. Also, as a result of these actions by Defendant Roach, specifically his stating and bragging that he could still "hear" and "see" Plaintiff Yarborough and other Propel HR employees, Propel HR took steps to ensure it had additional security measures in place, up to and including hiring security to protect the Plaintiff Yarborough, her family, friends and co-workers.

63. Plaintiffs are informed and believe that Defendant Roach accessed and continued to

access Propel HR's in-office computer operated security cameras through a smartphone app.

64. This access by Roach was not authorized by any Plaintiff.

65. When this computerized surveillance system was initially installed in the Propel HR offices and prior to the termination of the Roach Agreements, Defendant Roach went out of his way to show Plaintiff Yarborough how to use the app on her phone to access the surveillance camera footage.

66. Defendant Roach has claimed to others, including Propel HR present and / or former employees, that he has knowledge of facts that suggested he could see Plaintiff Yarborough and others moving about in the Propel HR office. Once Propel HR took down that method of access to their in-office security cameras, Defendant Roach no longer stated he could see Propel HR personnel moving around in the office.

67. As a result of these alarming and harassing actions by Roach, on or about June 20, 2019, the Greenville City Police were notified, Detective Drew Palmer, and they opened Case # 19-37907.

68. On information and belief, Detective Palmer contacted Defendant Roach and advised him to not contact Plaintiff Yarborough or anyone from Propel HR.

69. Defendant Roach was also told by Propel HR's attorney to cease contact with Propel (**Exhibit 4**), yet he has continued to contact Propel employees and former employees, and to harass and annoy Plaintiffs, Propel clients, as well as friends and neighbors of the Plaintiff Yarborough.

70. Defendant Roach has also ranted about Plaintiff Yarborough to her neighbors, in her neighborhood. Plaintiff Yarborough does not feel safe walking in her own neighborhood, where she has lived since 2006.

71. These actions by Defendant Roach show a pattern that he is attempting to smear Plaintiff Yarboroughs' image and the image of Propel HR, as he has stated his goal was to "destroy Propel," and that he "wanted to take Propel down."

72. These actions of Defendant Roach have caused an unreasonable intrusion into the

Plaintiff Yarborough's private life, as he has contacted her neighbors directly and also by the eight (8) mailings, some of which were mass-mailed directly to hundreds of her neighbors.

73. One of the mailed cards described below references "college girls" (Exhibit 10). Defendant Roach knows Plaintiff Yarborough's oldest daughter is a senior in high school and this was considered a threat towards Plaintiff Yarborough and others in her family.

74. These actions and offensive intrusions into the private life of the Plaintiff Yarborough by Defendant Roach violate applicable laws, and serve no legitimate purpose.

75. There is no legitimate purpose to try to "take Propel down" and potentially hurt not only Plaintiffs, but employees and clients of Propel HR.

76. On information and belief, Defendant Roach has also stated his intention to drive clients away from Propel HR, likely to competitors where Defendants Drye and Tyler are now employed and are known to have violated the non-solicitation and confidentiality provisions in their agreements with Propel HR (Exhibits 15, 17). It is not known at this time if any of the targeted Propel HR clients have left or will leave and take their business elsewhere due to the actions of Defendants.

77. An example of the harm these actions by Defendants have caused Plaintiffs is set forth in the attached letter from a Propel HR client, The Furman Co., dated November 27, 2019 (Exhibit 14), stating:

Dear Lee,

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

78. This situation has caused Plaintiff Yarborough to suffer tremendous mental and emotional distress, including anxiety, weight loss, and constant fear. As a result, Plaintiff Yarborough has had to go see her doctor on November 8, 2019, and was prescribed medications to assist her with handling the situation.

ALLEGATIONS OF PROPERTY DAMAGE, HARASSMENT

79. Defendant Roach, on information and belief, is very experienced in the use of and installation of private security systems, and surveillance mechanisms.⁴ Roach talked about and showed Plaintiff Yarborough and others at Propel the security systems, including cameras in almost every interior room, he allegedly had in place in his home in California, located at 58 Calle Manzanita, Rancho Mirage, California.

80. On information and belief, Defendant Roach lived at this California address above from approximately December of 2015 to June of 2018. See e.g., Kimmes et al v. Metaweb, LLC, the SPR Living Trust, and Sean Roach, PSC-18-04531, filed July 31, 2018, pending in Riverside County Superior Court (the “California Lawsuit”).

81. According to the allegations in the California Lawsuit, Defendant Roach caused hundreds of thousands of dollars in damage to the property, quoting from Paras. 18-22, as follows:

18. On June 19, 2018, the foreclosure sale occurred. On June 20, 2018, PLAINTIFF took possession of the Property and discovered that META WEBS, SPR and ROACH stolen all of the interior doors and cabinet doors and glass shelves in living and dining room; stole all of the appliances in the house and casita including the dishwasher, washer, dryer, refrigerator and microwave; stolen all of the closet organizers and tile and glass doors from the showers; stolen all of the interior and exterior lighting fixtures; stolen all of the fireplace glass; outside fire pit table and all of the outdoor screens. META WEBS, SPR and ROACH also emptied the pool and threw urine and debris all over the Property.

⁴ See e.g., Exhibit 13, at pages 2 and 3, showing that, almost immediately after the restraining order hearing before Judge Darrell S. Fisher on December 2, 2019, Roach re-tweeted a #BeAfraid warning about smart TV’s being used for surveillance of people in their bedrooms, stating, “If you only realize this now ..., don’t have any electronics in your bedroom!”

19. METAWEBS, SPR and ROACH also failed to maintain the interior and exterior of the Property inclusive failing to fix water leaks, water damage and black mold, maintain the carpet, wall coverings and interior and exterior paint. META WEBS, SPR and ROACH also failed to maintain the pool and spa and all exterior custom landscaping.

20. To date, PLAINTIFF has suffered losses of having to pay off the HERO Loan of \$100,000.00, the payment of taxes and insurance of 30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

21. On numerous occasions, PLAINTIFF has demanded that METAWEBS, SPR and ROACH pay PLAINTIFF the amounts due on the HERO Loan of \$100,000.00, taxes and insurance of \$30,000.00, foreclosure costs of \$15,000.00, attorneys' fees of \$25,000.00 and damages to the Property of \$350,000.00.

22. META WEBS, SPR and ROACH have refused PLAINTIFF'S demands.

82. The allegations in Paragraph 20 above from the California Lawsuit relate to what appears to have been a fraudulently obtained loan, for which the proceeds were allegedly used by Defendant Roach and not for the stated purpose of the HERO loan, namely to improve the property by "financing of certain renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure that are permanently fixed to real property."

83. According to the California Lawsuit allegations and attached documents, Defendant Roach signed the documents to obtain this HERO loan on or about Feb. 21, 2017, as Trustee for META WEBS LLC, THE SPR LIVING TRUST.

84. In late 2016, on information and belief, Defendant Roach created and benefitted from a Crowdfund solicitation to "Bring [his wife] Home," for the Holidays from ICU in Arizona, which is stated to have raised \$56,865.

85. This Crowdfund campaign ad stated, for example, that "[m]edical transport will costs \$13,000 - \$15,000," and that "[i]nsurance will not cover in home care of \$12,500 per month.

86. On information and belief, due to health conditions and / or restrictions placed on

Defendant Roach by family members or friends of his now deceased spouse, she was never going to be leaving Arizona in late 2016, and she apparently passed away in December of 2016 in Arizona.

87. Despite the apparent success of Defendant Roach's Crowdfund campaign, raising \$56,865 over a stated goal of \$49,600, on information and belief, Roach's now deceased spouse was never brought home to California for the purpose set forth in the Crowdfund campaign.

88. Defendant Roach then advertised a Celebration of Life for his deceased spouse on FaceBook to take place in California on January 21, 2017, and included information at the bottom of the post soliciting funds to be placed in a specific account at Bank of America.

89. According to news reports, Defendant Roach was involved in litigation in Las Vegas years ago, where he was accused of "defaming" and "trespassing on" property, as well as "engag[ing] in a malicious campaign of lies, stalking and personal attacks to cause [his adversary] emotional distress."

90. In reports related to that lawsuit in Nevada, Defendant was also apparently accused of "persuading [his adversary's] customers to not patronize his seminars," and also having a "personal vendetta."

91. Shortly after moving to Greenville County from California on or about May 15, 2018, Defendant Roach was the subject of what is styled as Rule to Vacate action in Greenville County Summary Court, related to a lease and tenancy on Cammer Avenue in the Augusta Road area. Houses & Then Some v. Sean Eric Roach and All Occupants, 2018-CV-23-11002519 (the "Greenville Rule to Vacate").

92. Defendant Roach hired counsel to respond to this Greenville Rule to Vacate action, alleging, among other things, that the landlord "intentionally or with reckless regard misrepresented the property leased to Defendant [Roach] and failed to disclose a known flooding issue, which directly

caused damage to some valuable and irreplaceable personal property owned by Defendant [Roach], which is valued at approximately \$5,600.”

93. Prior to receiving notice of the mailings described below and set forth in **Exhibits 5-12**, Plaintiff Yarborough and others at Propel HR had heard through current and / or former employees that Defendant Roach had stated to them that he was going to be sending out some defamatory mailings, but Propel HR had no way to know when or how this would be done. At least one such source has advised that they were actually shown one or more of the proposed mailings by Defendant Roach.

94. On information and belief, Defendant Roach has had other very uncomfortable run-ins / encounters with people since he moved to Greenville, South Carolina, causing them to sever ties with the Defendant due to fear of his conduct and actions.

95. While it is not known at this time if the allegations in the above-identified lawsuits regarding Roach are accurate, these lawsuit allegations alone show that Defendant Roach has previously been accused of the very same patterns of abusive and illegal conduct that has been directed toward Plaintiffs here in Greenville, South Carolina.

THE EIGHT MAILINGS – OCT. 31 TO DEC. 2, 2019⁴

96. Beginning on or about October 31, 2019, and running through as recently as Monday, December 2, 2019,⁵ the following eight (8) mailings have been sent to Propel HR clients and customers, Plaintiff's neighbors, PEO industry associations for which the Plaintiff Yarborough serves on boards, and trade associations.

97. **Exhibit 5** - On or about October 31, 2019, numerous clients of the Plaintiffs contacted representatives of Propel HR to advise of receipt of an item in the U.S. Mail ("1st mailing").

⁵ Coincidentally, the mailings have apparently ceased after the hearing before Magistrate Judge Darrell S. Fisher at the West Greenville Summary Court on Dec. 2, 2019, in *Yarborough v. Sean Eric Roach*, Case No.: 2019-OR-23-10100014

Reporters of this information received an envelope with printouts of confidential resignation letters from former Propel HR employees, Defendants Angela Tyler and Arron Drye. These 1st mailings originated from Jackson, Mississippi. The outside of the envelopes included a picture of a postcard ("2nd mailing") containing the name of the Plaintiff Lee Yarborough, the Propel HR federally registered trademark, and purporting to depict the Plaintiff as associated with illegal and / or offensive conduct, including "racism," and workplace discrimination, including allegations of "hostile work environment," and "sexual harassment (if you are good looking)" (hereafter "The Help" letter or "1st" mailing). A representative copy of this 1st mailing is attached here as **Exhibit 5**.

98. This 1st mailing included a fictitious return name in Jackson, Mississippi, and apparently used the address of a legitimate business without their permission. The letter was sent to Propel HR clients, board members of a national trade association (NAPEO), board members of a partner trade association, and to the nearby Greenville Country Club.

99. These inflammatory allegations are all false, as Propel HR has never even been sued for employment discrimination. Any such claims that may have been asserted are either unknown to Plaintiff, or were resolved in favor of Propel HR.

100. Defendants knew those allegations were false and unfounded, and that they have no evidence to support them. Yet, Defendants represented those illegal acts as fact, and attempted to confuse Propel HR clients, as well as Plaintiff Yarborough's friends and neighbors by creating the mailing to suggest it originated from Propel HR in an effort to harm the company, and to intimidate and harass the Plaintiffs, and in particular Plaintiff Yarborough.

101. **Exhibit 6** - On or about October 31, 2019, representatives of the Plaintiffs were made aware of an actual postcard (first postcard, and "2nd mailing"), a copy of which was on the outside envelope of the first mailing, with the same "The Help" message and using the Propel HR name and registered trademark. This 2nd mailing was apparently mailed separately from the 1st mailing / The

Help letter, and apparently sent to all the recipients of the 1st mailing and also to hundreds of Plaintiff Yarborough's neighbors in and around her residence and around the Greenville Country Club. This postcard included a super-imposed image of the Plaintiff Yarbrough on it, as well as Plaintiff Yarborough's first and last name, as follows: "Starring Lee Yarborough as Two Slice Hillee," in a manner obviously intended to harass, intimidate, and defame the Plaintiffs. A representative copy of this 2nd mailing is attached here as Exhibit 6.

102. This 2nd mailing / The Help post card included text on the other side of the above described side with the Plaintiff Yarborough's picture and name on it, as follows (bold in original):

Hiring Now!

Can you bake pie?

We are looking for Indentured servants!

Need you to work long hours for low pay, to support our **"Country Club"** lifestyles.

We treat our **HELP**, oops we mean our servants so well, In fact, we have lost 19% of them In less than five months.

We are an HR company, and we supply our HELP with a **"hostile work environment"**, **"sexual harassment"** (If you are good looking), and **"racism."** Our founder believes, Just like TRUMP, **"You have to hit a JEW harder, then they hit you."** Black people (we say the N-word) **"Are Lazy."** If you ever report any of this to hurt the fake "Sunshine" Image we try to create In the UBJ or public, we will ask you **"To give the founder Grace!"** and hire people to come after you!

As Christians, let us do you a favor: "God don't give charity to those who are well and able!"

So Please, Be THE HELP for us.

Time to look for a NEW HR Company!

103. After the first mailings were sent. Plaintiffs contacted police and met with Greenville

City Police, Detective Jim Dempsey, Case #19-71817.

104. **Exhibit 7** - On or about November 4, 2019, representatives of the Plaintiff were made aware of a second postcard ("3rd mailing") which we may also describe and refer to as "The Jerk." This postcard depicted an image of a current employee of the Propel HR, as well as the Propel HR name and registered trademark. This card specifically singled out a Propel HR employee that Defendants disliked and often stated how much they disliked this person. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 3rd mailing is attached here as **Exhibit 7**.

105. This 3rd mailing / The Jerk postcard attempts to provoke fear in the Propel HR client recipients, stating, "Just think what The JERK could do with all your information and data!"

106. This 3rd mailing / The Jerk postcard also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

107. **Exhibit 8** - On or about November 11, 2019, representatives of the Plaintiff were made aware of a third postcard ("4th mailing") which we may also describe and refer to as "The Invitation." This postcard was a random image but did contain the Propel HR name and trademark. This card referenced client information, of which all Defendants were aware and also accused Propel HR of illegal actions and conduct, including "sexual harassment," and a "hostile work environment." This card was apparently mailed to all of the recipients of the 1st mailing. A representative copy of this 4th mailing is attached here as **Exhibit 8**.

108. This 4th mailing / The Invitation postcard also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

109. **Exhibit 9** - On or about November 12, 2019, representatives of the Plaintiff were made aware of a fourth postcard ("5th mailing") which we may also describe and refer to as "The Party." This postcard was a random image but did contain the Propel HR name and trademark. The back of

this card had the same information as was included on the 4th mailing. This card was apparently mailed to all of the recipients of the first mailing. A representative copy of this 5th mailing is attached here as **Exhibit 9**.

110. This 5th mailing / The Party postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

111. **Exhibit 10** - On or about November 18, 2019, representatives of the Plaintiff were made aware of a fifth postcard ("6th mailing") which we may describe and refer to as "Adult Entertainment." This postcard was apparently a random image but did contain the Propel HR name and trademark, and it did purport to depict a representative of Propel HR, namely the Plaintiff Yarborough's father Braxton Cutchin, by apparently cropping an image of his face onto the image on the mailed postcard. This card was apparently mailed to all of the recipients of the first mailing and also to hundreds of the Plaintiff Yarborough's neighbors. The contents of this 6th mailing / postcard referenced a "Christian woman-owned Company," in an obvious attempt to further intimidate, harass and defame Plaintiffs, and in particular Plaintiff Yarborough. A representative copy of this 6th mailing is attached here as **Exhibit 10**.

112. This 6th mailing / Adult Entertainment postcard also included the following statement at the bottom of the text / address side in bold print, as follows: **"Time to look for a NEW HR Company!"**

113. **Exhibit 11** - On or about November 22, 2019, representatives of the Plaintiff were made aware of a 7th mailing which we shall refer to as "Thanksgiving Card." This card contained images of five current staff of Propel, including Plaintiff Yarborough, as well as an image of the "Grim Reaper," which is well known to be a symbol of death. It also contained the Propel HR name and trademark. This card was apparently mailed to all of the recipients of the 1st mailing, and some neighbors. A representative copy of this 7th mailing is attached here as **Exhibit 11**.

114. In an apparent attempt to use a confusingly similar tagline, this 7th mailing / Thanksgiving Card (**Exhibit 11**) includes the following text: "Business Backward."

115. In contrast, the postcards / mailings identified above as **Exhibits 6-10** all included Propel HR's common law trademark / tagline, "Business Forward."

116. **Exhibit 12** - On or about December 2, 2019, representatives of the Plaintiff were made aware of an 8th mailing which we may describe and refer to as the "EIN Card." This card contained what appears to be an Employer Identification Number / Tax Identification Number (EIN / TIN), and contained the text on the back as shown below (bold emphasis in original). This 8th mailing / EIN Card again contained the Propel HR name and trademark, suggesting the mailing originated and / or was authorized by the Plaintiffs. This card was apparently mailed to all of the recipients of the 1st mailing. A representative copy of this 8th mailing is attached here as **Exhibit 12**.

117. This 8th mailing / EIN Card appears to have been mailed on November 29, 2019.

118. On information and belief, this 8th mailing / EIN Card was mailed after Defendant Roach received notice of the above-described Restraining Order action, *Lee Yarborough v. Sean Eric Roach*, Case No.: 2019-OR-23-10100014), which has since resulted in a Restraining Order against Roach.

119. This 8th mailing / EIN Card postcard, just like the 2nd, 3rd, 4th, 5th, and 6th mailings, also included the following statement at the bottom of the text / address side in bold print, as follows: "**Time to look for a NEW HR Company!**"

120. This 8th mailing / EIN Card purports to have included the last 4 digits of the Propel HR client recipient's EIN, again intended to cause harm and embarrassment to the Plaintiffs.

121. Below is the text as shown on the 8th mailing / EIN card (**Exhibit 12** - bold in original, red added for emphasis):

Is your EIN

**(Employer Identification Number)
SAFE?**

29 NOV 19 PM 11 [postal stamp]

Your company **EIN** is just like your personal Social Security Number!
Did you know a single company **EIN** with the known business address and the legal business name is worth between **\$1,000 and \$10,000++** on the Dark Web?
Your Bank Accounts can be **accessed and drained!**
Credit can be taken out in your business name!
Fake **tax returns can be filed** for your business!

Is your current HR company keeping your EIN safe and protected?

Or are they sending it via spreadsheets in emails and using unsecured computers and untested software? :-)

If you are wondering the answer, the last four of your EIN might be on this postcard address label, because it is

NOT SAFE!

Can you risk losing it all to this dirty "**The Sun is Shining**" secret?

Time to look for a NEW HR Company!

122. As shown above, this 8th mailing / EIN Card postcard attempts to instill fear and anxiety in customers and clients of Propel HR, and / or to otherwise harass, intimidate and embarrass Plaintiffs.

123. Not surprisingly, since this 8th mailing went out, many more clients of Propel HR have contacted the Plaintiff Yarborough and her co-workers stating they felt "threatened," upon receipt of it, and many continue to think their employees' highly confidential payroll information may have been accessed.

124. Most of these mailings to Propel HR clients included the last 4 digits of the client's EIN / TIN, apparently in an attempt to suggest that a data breach involving Propel HR's confidential client information.

125. These cards were all similar in that each included or was obviously intended to include / make false and defamatory statements about Plaintiffs, including specifically employees who were

known to be disliked by Defendants, including, for example, the employee depicted on both The Jerk postcard / 3rd mailing (Exhibit 7) and the Thanksgiving Card / 7th mailing (Exhibit 11).

126. As stated above, these eight (8) mailings (Exhibits 5-12) sent to clients of Propel HR, was made possible only by use / misuse of Propel HR's confidential information in violation of the above identified Roach Agreements (Exhibits 2-3), the Drye Agreement (Exhibit 15), and the Tyler Agreement (Exhibit 17).

127. In addition to the Plaintiff Yarborough's next door neighbors and hundreds of down the street neighbors of the Plaintiff Yarborough and her family, these mailings were also sent to the nearby Greenville Country Club, which is not a client of Propel HR. This was obviously intended to further harass and defame Plaintiffs and their character within the community, and, in particular, Plaintiff Yarborough.

128. All eight mailings (Exhibits 5-12) falsely represent to have originated and / or have been authorized by Plaintiffs.

129. The 6th mailing (Exhibit 10) includes the following text: "When a sales rep being interviewed explained how Strip Clubs now require "Dancers" to be employees, we saw it as a PEO HR fit."

130. The 7th mailing (Exhibit 11) includes the following text: "We want to thank you for all the concern for us as current employees, former employees, and around these issues."

131. These eight mailings (Exhibits 5-12) constitute defamation *per se*, so general damages are presumed for the Plaintiffs under South Carolina law.

"FICTITIOUS" DATA BREACH

132. For years now, Propel HR has implemented state-of-the-art information technology systems, including multi-factor authentication security provisions to protect its most confidential client data, such as client-employee addresses, social security numbers, and other payroll data.

133. Defendants knew this and Defendants also knew that none of them ever had access to the confidential data protected by this state-of-the-art technology.

134. Defendants have obviously illegally accessed and used Propel HR's confidential mailing list and last 4 digits of client EIN / TIN to do the eight mailings described above.

135. All such access and use of Plaintiffs' confidential information violates the Roach Agreements (Exhibits 2-3), as well as the Drye and Tyler Agreements (Exhibits 15, 17).

136. On information and belief, this access and use was facilitated, at least in part, by the deliberate failure of Defendant Tyler to return her Propel HR owned computer, after initially stating she would do so. (See e.g., Exhibit 18, providing Tyler with a box "to return [her] Propel HR computer," on or about June 18, 2019, and also specifically reminding Tyler that, "the [Tyler] Agreement [Exhibit 17] provides that you maintain as confidential the client lists and client information of Propel HR."

DEFENDANTS' INTENT TO HARM PLAINTIFFS

137. Defendant Roach contacted Propel HR employees after the Roach Agreements were terminated, and told them that he was going to take Propel HR "down."

138. Defendant Roach has also told Propel HR employees that he could get them a better job elsewhere.

139. On information and belief, Defendant Roach was instrumental in convincing Defendants Drye and Tyler to resign from Propel HR.

Defendant Drye's June 12, 2019, Two-Page Resignation Email

140. Defendant Drye sent a two (2) page resignation email to all of Propel HR's internal email list on June 12, 2019.

141. According to the copy of Defendant Drye's resignation / "Final Thoughts" email included in the Defendants' 1st mailing (Exhibit 5, pages 3-4 of 7), the email was sent at 10:59 A.M.

on June 12, 2019.

142. Drye sent his resignation email almost one month after Propel HR terminated Defendant Roach on May 13, 2019.

143. In his resignation email, for example at Exhibit 5, p. 4 of 7, Defendant Drye expressed his disdain for the Propel HR employee Defendants refer to as The Jerk (Exhibit 7), stating:

My phone has blown up last few days as [The Jerk] tried to reach out to my prospects and has already rubbed them all the wrong way. Yet he is doing great things for you all. Sean brought his lies starting back in January to the executive team, called him out in sales meetings and they did nothing except reward him with no work deals he could turn in and get paid more than me.

144. Subsequent to sending his resignation letter, Drye began attempting to solicit Propel HR clients in violation of the Drye Agreement.

Defendant Tyler's June 18, 2019, Three-Page Resignation Email

145. Defendant Tyler sent a three (3) page resignation email to all of Propel HR's internal email list on June 17, 2019.

146. According to the copy of Defendant Tyler's resignation email included in the Defendants' 1st mailing (Exhibit 5, pages 5-7 of 7), the email was sent at 9:11 A.M. on June 17, 2019.

147. On information and belief, Defendants intended that this email be sent at 9:11 A.M. to send a message to the Plaintiffs.

148. Tyler sent her resignation email over a month after Propel HR had terminated Defendant Roach on May 13, 2019.

149. In her resignation email, for example at Exhibit 5, p. 6 of 7, Defendant Tyler stated:

I feel like these past five months that I have been in a live version of the book/movie "The Help." We, the employees, are all ungrateful indentured servants to the Country Club executives, including "Two Slice Hilly!"

150. Almost immediately after Tyler's resignation email was received at the Propel HR offices, Defendant Roach went out of his way to make it known through a former employee that, by

some means of surveillance, he saw Plaintiff Yarborough's reaction to receipt of the June 17, 2019, 9:11 A.M., Tyler resignation email because he said he saw her leave her office and go down the hallway.

151. This information could only have been known by Defendant Roach having access to the recently installed in-office computer operated confidential video surveillance cameras at Propel HR, which was accessible by a smartphone app.

152. On information and belief, Defendant Roach encouraged and assisted Defendants Drye and Tyler in preparing and sending their resignation emails to Propel HR, knowing he intended to include them in the harassing mailings described herein (*See e.g.*, Exhibit 5, at pp. 3-4, and 5-7).

153. On information and belief, Defendant Roach orchestrated all of this as a part of his plan to "take down" Propel.

FEAR OF ROACH

154. Because of Defendant Roach and his repeated and continuous actions directed towards Plaintiffs even after Propel HR wrote him a letter in June asking him to stop and reported his actions to law enforcement, Plaintiff Yarborough has been in fear of Defendant, constantly anxious about what he might do to harm her, her family, Propel HR current or former employees, her neighbors, and / friends.

155. These actions by Defendant Roach have caused Plaintiff Yarborough to suffer through and continue to experience tremendous mental and emotional distress.

156. Because of Defendant Roach and his repeated and continuous actions intended to cause Plaintiff Yarborough fear and to intrude into her professional and private life for no legitimate reason other than to cause fear and anxiety, Plaintiff Yarborough has suffered and continue to experience tremendous mental and emotional distress, fear for her personal safety and that of her family, as well as her property.

157. Because of Defendant Roach and his actions as described here, Plaintiff Yarborough is constantly in fear of what else he will attempt to do to her, members of her family, and / or people she associates with or that work with Propel HR, up to and including a reasonable fear of serious bodily injury or death.

158. On information and belief, Defendant Roach intended and intends that Plaintiff Yarborough, her family, co-workers and others associated with the Plaintiffs to fear what he may do to them.

159. Defendant Roach obviously wants Plaintiffs and others to fear him, as he has threatened that he would have “to be killed” to stop coming after Plaintiff Yarborough and her family. The use of the image of the Grim Reaper in the 7th mailing heightened Plaintiff Yarboroughs’ fears that Defendant Roach would resort to “bodily harm,” to her and her family.

160. Because of Defendant Roach and his actions as described herein, Plaintiff Yarborough is not even comfortable to walk in or around her neighborhood, and she is always looking out for Roach, wherever she goes.

161. Because Defendant Roach knows where Plaintiff Yarborough resides and works and knows she and her husband have two daughters, Plaintiff Yarborough recently installed new security cameras at her house for fear of Defendant Roach, and not knowing his next move or if he was coming around.

162. Plaintiff Yarborough has also learned that in addition to the threats and actions described above, Defendant Roach has approached her neighbors, asking questions about her and attempting to speaking poorly of her and Propel HR, to the point that they had to ask him to stop.

163. Because of these events and circumstances caused by Defendant Roach, Plaintiff Yarborough is fearful that Roach may attempt to cause her, members of her family, and / or those that work in close connection with her serious bodily injury or even death.

164. Plaintiff Yarborough, her family and co-workers at Propel HR felt scared and threatened by the actions and threats of Defendant Roach at the time of his contract termination in May and June of 2019, and those fears have only gotten worse in view of the more recent continuation of his actions, events and circumstances as set forth above.

165. In the course of investigating these matters, Plaintiff Yarborough has discovered that certain company electronic records, including emails belonging to Propel HR and stored on Propel HR's private and confidential computer systems, have been deleted.

166. On information and belief, the Defendant Roach personally deleted this information, or caused or instructed it to be deleted.

167. As a result of these actions of the Defendants, made possible by unauthorized access to Propel HR's confidential data and protected computer systems, Propel HR has expended well in excess of \$15,000.00 investigating these matters, and continues to incur additional costs, including but not limited to out of pocket costs, lost revenues, and loss of employee time that could have been spent performing their normal job responsibilities.

168. As a result of the actions of the Defendants, Plaintiff Yarborough has personally incurred substantial out of pocket expenses to protect her home for fear of the Defendant Roach and what he may do next to harm her, or members of her family.

TYLER AGREEMENT AND BREACHES

169. On or about January 31, 2019, Defendant Angela Tyler entered into a Confidentiality and Non-Solicitation Agreement with Propel PEO, Inc. ("Tyler Agreement" attached here as **Exhibit 17**).

170. As noted above with reference to **Exhibit 1**, at pp. 5-7, on or about June 17, 2019, Defendant Tyler resigned her position with Propel HR.

171. On information and belief, Defendant Tyler had a job the next day at the same

company with Defendant Arron Drye.

172. On or about June 18, 2019, Plaintiff sent Defendant Tyler a letter (**Exhibit 18**) reminding her of the termination, and specifically advising about her ongoing confidentiality obligations under the Agreement, restrictions on her rights to solicit Propel HR employees and / or clients, as well as advising her of her duty to not use any trade secret information belonging to the Plaintiffs.

173. This letter (**Exhibit 18**) to Tyler also included a copy of the Tyler Agreement (**Exhibit 17**).

174. The Tyler Agreement (**Exhibit 17**) required Tyler to advise any new employers of the Tyler Agreement, and its provisions and restrictions, specifically at Section 9, which provides:

9. Prospective Employers. Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

175. The Tyler letter also specifically requested and attempted to coordinate her return of a lap top computer belonging to Propel HR.

176. Tyler has refused to return this computer to Propel HR.

177. On information and belief, information belonging to the Plaintiffs stored on this unreturned computer, including but not limited to client mailing addresses and related data, has been accessed and used by the Defendants to send the eight (8) defamatory mailings described herein (**Exhibits 5-12**).

DRYE AGREEMENT, AND BREACHES

178. On or about February 23, 2018, Defendant Arron Drye entered into a

Confidentiality and Non-Solicitation Agreement with Propel PEO, Inc. ("Drye Agreement" attached here as Exhibit 15).

179. On or about June 13, 2019, Plaintiff sent Drye a letter (attached here as Exhibit 16) reminding him of the termination, and specifically advising about his ongoing confidentiality obligations under the Agreement, restrictions on his rights to solicit Plaintiffs' employees and clients, as well as advising him of his duty to not use any trade secret information belonging to the Plaintiffs.

180. Since his departure from Propel, Plaintiffs received information showing Drye and Tyler were making direct solicitations to Propel clients in violation of their Agreement provisions.

181. These client solicitations constitute a violation of the Drye and Tyler Agreements, specifically at Section 6, which provides:

6. Non-Solicitation of Company Clients. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, for or on behalf of him/herself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert Company clients.

182. On information and belief, Drye also solicited Tyler to come to work for his new employer, as they now work for the same company, and were at this same new company when the illegal client solicitations, and mailings occurred.

183. Any employee solicitation by Drye and / or Tyler also constitutes a violation of their Agreements with the Plaintiffs, specifically at Section 5, which provides:

5. Non-Solicitation of Company Employees. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, solicit, divert, attempt to solicit or attempt to divert the employment of any Company employee.

184. Starting at least as early as June 13, 2019, Plaintiffs have put Defendants Tyler and Drye's employer on notice of many of the issues set forth in this lawsuit (Exhibit 16), including specifically violations of the non-solicitation and confidentiality provisions in their agreements with Propel (Exhibits 15, 17), as well as trade secret misappropriation. Plaintiffs also provided Drye's employer with a copy of his Confidentiality and Non-Solicitation Agreement (Exhibit 15).

185. On information and belief, Sean Roach, has remained in communication with Tyler and Drye, and has supported and encouraged their conduct in violation of their agreements with Plaintiffs.

DEFENDANTS' PARTNERSHIP TO DAMAGE PLAINTIFFS

186. On information and belief, Defendant Tyler knew that Defendant Roach was planning to send the eight mailings (Exhibits 5-12).

187. On information and belief, Defendant Drye knew that Defendant Roach was planning to send the eight mailings (Exhibits 5-12).

188. On information and belief, Defendant Roach directed and controlled, or had the ability to control, the above and herein described activities, actions, and conduct of the Defendants, and hoped and believed he was going to harm Plaintiffs, causing Propel to lose clients and business, and causing Plaintiff Yarborough to suffer tremendous emotional distress.

189. On information and belief, Defendants knew or expected that the actions described herein would harm Propel's business relationships and hoped would result in more business for Defendants Drye and Tyler.

DEFENDANTS' FALSE AND MISLEADING REPRESENTATIONS

190. Defendants false and misleading statements about the Plaintiffs are set forth in

Exhibits 5-12.

191. Many of the Plaintiffs' clients and neighbors of Plaintiff Yarborough advised of the above-identified 1st mailing (**Exhibit 5**), and have since expressed their frustration at the harassing and absurd nature of the mailings, which are plainly intended to embarrass, harass and defame the Plaintiffs, and their principals.

192. These notices to the Plaintiffs from recipients of the mailings, and people who heard about them, included stating that they were concerned for Plaintiff Yarborough and her family, and were very troubled by all of it.

193. Plaintiffs will suffer an immediate and further substantial loss in reputation, and also market share of clients as a direct result of the unauthorized use of their Registered Trademark in a false or misleading, or false and misleading manner, representing to the recipients that Plaintiffs are the source of the mailings.

194. Certain clients and friends and neighbors of the Plaintiffs have receive and will receive these defamatory mailings from one or more of the Defendants, and made possible by one or more of the Defendants access and use of the Plaintiffs' confidential, proprietary and trade secret information, and Plaintiff will likely have no way of knowing all persons and / or businesses that received these mailings.

195. Defendants did not have permission to use the Plaintiff's Registered Trademark.

196. Defendants use of the Plaintiff's Registered Trademark served no legitimate purpose, and constitutes illegal and defamatory speech.

197. Defendants' intent to harm Plaintiffs is obvious, as well as to take steps to cause Plaintiffs to lose longstanding and valuable client relationships.

198. Defendants' false or misleading information, or false and misleading information about the Plaintiffs put into the stream of commerce, has caused and / or will cause irreparable injury to Plaintiffs and will continue to both damage Plaintiffs and to deceive and potentially harm the public unless enjoined by this Court.

199. Plaintiffs have been and will be harmed by Defendants' false or misleading, or false and misleading, representations. Defendants' efforts have and will continue to mislead some clients and / or consumers into believing that the mailings were authorized by Plaintiffs.

200. Plaintiffs have been and will be harmed by Defendants' actions, including their use of the Plaintiffs' confidential, proprietary and trade secret information, which was illegally accessed and maintained by Defendants.

201. Plaintiffs have been and will continue to be harmed by Defendants' actions, including by the improper and false association of the Plaintiffs with the actions of the Defendants, including specifically related to the items placed in the U.S. Mail, and including the Plaintiff's Registered Trademark.

202. Defendants' efforts have harmed and will continue to harm Plaintiffs' extensive goodwill and unique brand, as Plaintiffs' clients and members of the community have come to recognize Plaintiffs for their leadership in the community and for their character and the high-quality services they provide.

203. Upon information and belief, Defendants were each specifically aware of their respective agreements with the Plaintiffs, as identified herein at Exhibits 2-3, 15 and 17, including their duties to maintain confidentiality of proprietary information, and non-solicitation of clients and employees of Propel HR.

FIRST CLAIM FOR RELIEF

(False Advertising, Lanham Act, 15 U.S.C. § 1125(a), All Defendants)

204. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

205. Defendants' conduct as described herein constitutes false or misleading, or false and misleading, descriptions or representations of fact that Defendants were authorized to send these mailings on behalf of the Plaintiffs.

206. Defendants' mailings, as described herein, were false and misleading in using Plaintiffs' Registered Trademark, PROPEL HR, and also in representing or purporting to represent that the Plaintiffs were the source of the mailings, or authorized the mailings.

207. Defendants' statements in the mailings have actually deceived or have the tendency to deceive a substantial segment of their audience as to the nature, quality, and characteristics of Propel HR and its services.

208. Defendants' false or misleading, or false and misleading, claims about Propel HR are material and likely have influenced and likely will continue to influence the decisions of existing clients, prospective clients, and other third-parties, as well as neighbors and friends of the Plaintiffs' principals and employees.

209. Defendants' false and misleading representations were and are made in interstate commerce.

210. On information and belief, Defendant Roach directed and controlled, or had the ability to control, the foregoing activities, actions, and conduct of Defendants presently at issue.

211. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and are continuing to suffer irreparable injury, including irreparable injury and damages, which include a loss of sales, profits, and customers, which Plaintiffs would have, but for the false or misleading, or false and misleading, representations by Defendants.

212. Pursuant to 15 U.S.C. § 1116, Plaintiffs are entitled to preliminary and permanent injunctive relief to Defendants' continuing acts of misuse of the Propel HR name and registered trademark.

213. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to recover all damages sustained by Defendants' actions, an accounting for profits realized by Defendants through their false or misleading, or false and misleading, or advertising, including specifically but not limited to the "mailings" (Exhibits 5-12), and the costs of this action.

214. Defendants' actions have been willful and deliberate, entitling Plaintiffs to recover treble damages and/or profits.

215. In addition, as this is an exceptional case pursuant to 15 U.S.C. § 1117(a), Plaintiffs are entitled to an award of reasonable attorneys' fees.

SECOND CLAIM FOR RELIEF

(Contributory False Advertising, Lanham Act, 15 U.S.C. § 1125(a), All Defendants)

216. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

217. Upon information and belief, Defendants are knowingly inducing or causing, and / or materially participating in, the false or misleading, or false and misleading, advertising and promotion of their competing services.

218. Upon information and belief, Defendants knew and/or intended to participate in the false advertising of the nature and quality of the Plaintiffs' services, and such conduct has damaged and will continue to damage Plaintiffs in the HR and PEO industries.

219. Such false or misleading, or false and misleading, statements about the Plaintiffs and their principals in these industries have actually deceived or have the tendency to deceive a substantial segment of their targeted audience as to the nature, quality, and characteristics of

Plaintiffs and Plaintiffs services.

220. These false and misleading statements about Plaintiffs were intended by Defendants to harm Plaintiffs.

221. These false or misleading representations were and are made in interstate commerce.

222. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered damages, which include a loss of sales, profits and customers, which Plaintiffs would have made, but for the false and deceptive representations by Defendants.

223. Defendants' actions as alleged herein have caused, are causing, and will continue to cause irreparable and inherently unquantifiable injury and harm to Plaintiffs' business, reputation, and goodwill, unless Defendants' unlawful conduct is enjoined by this Court.

224. Pursuant to 15 U.S.C. § 1116, Plaintiffs are entitled to preliminary and permanent injunctive relief to Defendants' continuing acts.

225. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to recover all damages sustained by Defendants' actions, an accounting for profits realized by Defendants, and the costs of this action.

226. Defendants' actions have been willful and deliberate, entitling Plaintiffs to recover treble damages and/or profits. In addition, as this is an exceptional case pursuant to 15 U.S.C. § 1117(a), Plaintiffs are entitled to an award of reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF
(Common Law Unfair Competition, All Defendants)

227. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

228. Defendants have made false or misleading, or false and misleading, statements to the marketplace, public and actual or potential customers regarding the Plaintiffs and their

professional services with the intent of deceiving and misleading the public as to the quality and nature of the Plaintiffs' character and services.

229. Upon information and belief, Defendants have intentionally misappropriated Plaintiffs' intellectual property including, but not limited to Plaintiffs' know-how in contacting and selling services in the HR and PEO industries, which Plaintiffs have invested substantial time, effort, and money in creating and refining, in order to damage and unfairly compete with Plaintiffs.

230. Upon information and belief, Defendants have intentionally misappropriated Plaintiffs' confidential data and customer information, which Plaintiffs have invested substantial time, effort and money in creating, in order to damage and unfairly compete with Plaintiffs.

231. Upon information and belief, the aforesaid acts have enabled Defendants to misappropriate the labors and expenditures of Plaintiffs in researching and developing their methods of identifying and selling services to new clients, and to existing customers.

232. Upon information and belief, Defendants have misappropriated Plaintiffs' intellectual property at little or no cost, and Defendants are benefiting from the misappropriated intellectual property because they have saved the time and expense of independently developing this information, which aids Defendants in the competing with the Plaintiffs and in their efforts to damage to the Plaintiffs to their benefit.

233. Defendants have not licensed or compensated Plaintiffs for any of Plaintiffs' misappropriated intellectual property.

234. Upon information and belief, Plaintiffs have suffered damages including the loss of clients and customers, or potential clients and customers, who have received the false communications from the Defendants. Additionally, the aforesaid acts are likely to continue to cause injury to Plaintiffs' sales, business reputation, and result in Defendants continuing to unfairly competing with Plaintiffs.

235. The conduct of Defendants described above is intended to disrupt the economic relationships between Plaintiffs and their clients and customers.

236. As a proximate result of Defendants' intentional misconduct, Plaintiffs have suffered damages in an amount to be proven at trial.

237. The conduct of Defendants in interfering with Plaintiffs' economic relationships was intentional, willful and calculated to cause damages to Plaintiffs' lawful business. The conduct of Defendants was perpetrated with actual malice and ill will toward Plaintiffs, and with the intentional and improper purpose of causing damage. There was no justifiable cause for Defendants' actions other than to damage the Plaintiffs and divert revenue, and as a result, an award of punitive damages is warranted.

FOURTH CLAIM FOR RELIEF

(Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*, All Defendants)

238. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

239. Propel HR maintains computers and uses these protected computers in interstate commerce. Propel HR's computer network, includes, but is not limited to, all its electronically operated devices connected to the Internet, its e-mail accounts, webpages, on which it stores privileged, confidential, and proprietary information pertaining to Propel HR's business operations and its customers.

240. Propel HR limits access to its computer system by assigning e-mails, usernames, and passwords to all Propel HR authorized users.

241. As set forth herein, Defendants accessed and made unauthorized use of the Plaintiffs' computers, and continued to do so after their respective terminations and / or resignations with the Plaintiff Propel HR, occurring on May 13, 2019 (Roach), on or

about June 7, 2019 (Drye), and on or about June 17, 2019 (Tyler).

242. Defendants knew that as of the dates of their terminations, they were prohibited from accessing any information stored in any way on the Plaintiffs' computer systems.

243. The computer assigned / provided by Propel HR to Defendant Tyler was at all relevant times used in or affecting interstate or foreign commerce or communication and is therefore a "protected computer" under the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(e)(2)(B).

244. Because of the nature of Propel HR's business, as described hereinabove, its computers, including their computerized security systems and cameras, are "protected computers" within the meaning of 18 U.S.C. § 1030(e)(2)(B), as they are used in and / or affect interstate and foreign commerce, in a manner that affects interstate or foreign commerce.

245. On information and belief, Defendants, individually and / or collectively, with the knowledge and / or approval of each other, intentionally, without authorization and consent, obtained and accessed a Propel HR computer without consent or authorization from Plaintiffs.

246. Defendants have, individually and / or collectively, with the knowledge and / or approval of each other, obtained proprietary and confidential information from Propel HR's protected computer system, including, but not limited to, confidential customer lists and data.

247. By their actions, Defendants have, individually and / or collectively, with the knowledge and/or approval of each other, and as agents for their respective partnership / enterprise / conspiracy, intentionally and without authorization accessed a computer, e-

mail account, and / or computer network, and have thereby obtained information from a protected computer in violation of 18 U.S.C. § 1030(a)(2)(C).

248. By their actions, Defendants, individually and / or collectively, with the knowledge and / or approval of each other, have caused Plaintiffs to incur losses, including but not limited to, responding to Defendants' offenses, conducting damage assessments, guarding against future intrusions, incurring attorney's fees and costs in responding to and protecting against future intrusions, and incurring costs and expenses related to the use of the Plaintiff's confidential information to accomplish the eight mailings (Exhibits 5-12), including the costs and expenses associated with this lawsuit.

249. As a result of these actions of the Defendants, Plaintiffs have suffered losses in excess of \$5,000.00 in aggregate value as a result of Defendants' course of conduct.

250. As a result of Defendants' individual and collective actions in violation of the CFAA, Plaintiffs are individually and collectively entitled to recover economic damages, which include, but are not limited to, lost income, lost goodwill, damage to reputation, and impairment of value to their reputations in amounts to be proven at trial, as well as injunctive relief because Plaintiffs have and will continue to suffer irreparable harm and loss as a result of Defendants' unlawful conduct, and any other equitable relief that the Court deems just and proper under 18 U.S.C. § 1030(g).

FIFTH CLAIM FOR RELIEF

(Defend Trade Secrets Act, 18 U.S.C. § 1836 *et seq.*, All Defendants)

251. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

252. Plaintiffs' processes, financial data, and customer information, as

applicable, constitute trade secrets under 18 U.S.C. § 1839(3).

253. Plaintiffs have taken various steps to protect their trade secrets, including: (1) using network firewalls, password protection(s), and security credentials to prevent unauthorized access to Plaintiffs' servers, (2) limiting employees' access to information to that which is necessary to fulfill their job functions, (3) revoking employee authorization when they leave employment with Plaintiffs, (4) controlling physical access to Plaintiffs' offices and information, and (5) requiring employees with access to such information to execute non-disclosure, non-solicitation, and / or non-competition agreements.

254. Upon information and belief, Defendants have acquired, disclosed, and / or used certain of Plaintiffs' trade secrets, and are using Plaintiffs' trade secrets to harm Plaintiffs and / or to compete against Plaintiffs, and to capitalize on Plaintiffs' investment of time, resources and goodwill.

255. The information and / or documents Defendants' misappropriated constitute trade secrets under the Defend Trade Secrets Act of 2016 ("DTSA") because they derived independent 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 because Plaintiffs took reasonable and practical measures to maintain the secrecy and confidentiality of its trade secrets and confidential information.

256. Upon information and belief, Defendants knew or should have known that the trade secrets were acquired by improper means.

257. Plaintiffs did not expressly or impliedly consent to Defendants' acquisition, disclosure, or use of their trade secrets.

258. Upon information and belief, Defendants have misappropriated Plaintiffs' trade secrets.

259. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets was willful and malicious.

260. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets is causing and will continue to cause Plaintiffs to suffer irreparable harm, for which they have no adequate remedy at law, and has damaged Plaintiffs in an amount to be determined at trial, but in any event, in excess of \$75,000.

261. As a result of these actions by Defendants, Plaintiffs are entitled to injunctive relief, actual damages, damages for unjust enrichment, a reasonable royalty and / or commission, exemplary damages, and reasonable attorneys' fees.

SIXTH CLAIM FOR RELIEF
(Breach of Contract - Tyler Agreement, Tyler)

262. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

263. Propel and Tyler executed the Tyler Agreement (Exhibit 17).

264. Upon information and belief, Tyler breached the Tyler Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Drye, including but not limited to by knowingly soliciting specific Propel HR clients, using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

265. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

SEVENTH CLAIM FOR RELIEF
(Breach of Contract – Drye Agreement, Drye)

266. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

267. Propel and Drye executed the Drye Agreement (**Exhibit 15**).

268. Drye breached the Drye Agreement by, *inter alia*, knowingly soliciting specific Propel HR clients.

269. On information and belief, Drye breached the Drye Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly soliciting specific Propel HR clients.. using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

270. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

EIGHTH CLAIM FOR RELIEF

(Breach of Contract - Roach Agreements – Roach and Idea Catapult)

271. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

272. Propel HR and Defendant Roach and / or Defendant Idea Catapult executed the Roach Agreements (**Exhibits 2-3**).

273. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements, as set forth herein, by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly using Propel HR confidential information and customer lists.

274. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements

by, *inter alia*, misusing the intellectual property of Propel HR, including but not limited to by knowingly using the Propel HR registered trademark without authorization, and in bad-faith.

275. On information and belief, Roach breached the Roach Agreements by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, taken from one or more of Plaintiffs' protected computers.

276. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

NINTH CLAIM FOR RELIEF

(Tortious Interference with Contract - Tyler Agreement, Roach and Drye)

277. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

278. Propel and Tyler executed the Tyler Agreement (Exhibit 17).

279. Upon information and belief, Tyler breached the Tyler Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Drye, including but not limited to by knowingly soliciting specific Propel HR clients, using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

280. On information and belief, Defendants Roach and / or Drye knowingly, intentionally, unjustifiably, and in bad faith induced Tyler to breach the Tyler Agreement by requesting, encouraging, or otherwise inducing her to disclose or use Plaintiffs' confidential, proprietary, or trade secret information and to combine with Roach and Drye, and / or others, to compete against Plaintiffs, and to harm Plaintiffs.

281. As a direct and proximate result of Defendants' misconduct, Plaintiffs have

been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

TENTH CLAIM FOR RELIEF

(Tortious Interference with Contract – Drye Agreement, Roach and Tyler)

282. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

283. Propel and Drye executed the Drye Agreement (**Exhibit 15**).

284. Drye breached the Drye Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly soliciting specific Propel HR clients.

285. On information and belief, Drye breached the Drye Agreement by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Roach and Tyler, including but not limited to by knowingly soliciting specific Propel HR clients., using Propel HR confidential information without permission or authorization, and in attempts to compete against and / or harm Plaintiffs.

286. On information and belief, Defendants Roach and / or Tyler knowingly, intentionally, unjustifiably, and in bad faith induced Drye to breach the Drye Agreement by requesting, encouraging, or otherwise inducing him to disclose or use Plaintiffs' confidential, proprietary, or trade secret information and to combine with Roach and Tyler, and / or others, to compete against Plaintiffs, and to harm Plaintiffs.

287. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

ELEVENTH CLAIM FOR RELIEF

(Tortious Interference with Contract - Roach Agreements – Tyler and Drye)

288. Plaintiffs repeat and re-allege each and every allegation contained in the

preceding paragraphs of this Complaint, and incorporates them herein by reference.

289. Propel HR and Defendant Roach and / or Defendant Idea Catapult executed the Roach Agreements (Exhibits 2-3).

290. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, and trade secret information and / or combining with Drye and Tyler, including but not limited to by knowingly using Propel HR confidential information and customer lists.

291. Defendant Roach and / or Defendant Idea Catapult breached the Roach Agreements by, *inter alia*, misusing the intellectual property of Propel HR, including but not limited to by knowingly using the Propel HR registered trademark without authorization, and in bad-faith.

292. On information and belief, Roach breached the Roach Agreements by, *inter alia*, retaining, disclosing and / or using Plaintiffs' confidential, proprietary, taken from one or more of Plaintiffs' protected computers.

293. On information and belief, Defendants Drye and / or Tyler knowingly, intentionally, unjustifiably, and in bad faith induced and / or participated with Roach to cause him to breach the Roach Agreements, as set forth herein, including but not limited to by requesting, encouraging, or otherwise inducing him to disclose or use Plaintiffs' confidential, proprietary, or trade secret information and to combine with Drye and Tyler, and / or others, to compete against Plaintiffs, and to harm Plaintiffs.

294. As a direct and proximate result of Defendants' misconduct, Plaintiffs have been damaged in an amount to be proven at trial, but in any event in excess of \$75,000.

TWELFTH CLAIM FOR RELIEF

(S.C. Trade Secrets Act, S.C. Code Ann. § 39-8-10 *et seq.*, all Defendants)

295. Plaintiffs repeat and re-allege each and every allegation contained in the preceding

paragraphs of this Complaint, and incorporates them herein by reference.

296. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

297. Plaintiffs' processes, financial data, and customer information, as applicable, constitute trade secrets under S.C. Code Ann. § 39-8-10(5).

298. Plaintiffs have taken various steps to protect their trade secrets, including: (1) using network firewalls, password protection, and security credentials to prevent unauthorized access to Plaintiffs' servers, (2) limiting employees' access to information to that which is necessary to fulfill their job functions, (3) revoking employee authorization when they leave employment with Plaintiffs, (4) controlling physical access to Plaintiffs' offices and information, and (5) requiring employees with access to such information to execute non-disclosure, non-solicitation, and / or non-competition agreements.

299. Upon information and belief, Defendants have acquired, disclosed, and / or used certain of Plaintiffs' trade secrets.

300. Upon information and belief, Defendants knew or should have known that the trade secrets were acquired by improper means.

301. Plaintiffs did not expressly or impliedly consent to Defendants' acquisition, disclosure, or use of their trade secrets.

302. Upon information and belief, Defendants have misappropriated Plaintiffs' trade secrets.

303. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets was willful, wanton, or in reckless disregard of Plaintiffs' rights.

304. Upon information and belief, Defendants' misappropriation of Plaintiffs' trade secrets is causing and will continue to cause Plaintiffs to suffer irreparable harm, for which they

have no adequate remedy at law, and has damaged Plaintiffs in an amount to be determined at trial, but in any event, in excess of \$75,000.

305. By reason of the foregoing, Plaintiffs are entitled to injunctive relief, actual damages, damages for unjust enrichment, a reasonable royalty, exemplary damages, and their reasonable attorneys' fees.

THIRTEENTH CLAIM FOR RELIEF

(S.C. Unfair Trade Practice Act, S.C. Code Ann. § 39-5-10, *et seq.*, all Defendants)

306. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

307. Upon information and belief, Defendants committed an unfair or deceptive act or practice by, including but not limited to acquiring, disclosing, or using Plaintiffs' confidential, proprietary, or trade secret information in violation of their respective agreements and applicable law.

308. Defendants' conduct has had a direct and specific adverse impact on the public interest. Specifically, upon information and belief, Defendants have deceptively combined with each other, and / or others, to compete against Plaintiffs, and / or worked with Defendants to sell competing services or to attempt to sell or promote their competing services by making false statements about the Plaintiffs, and by misusing the Plaintiffs' names and / or tradenames.

309. Defendants' conduct violates the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.*, because Defendants' conduct includes "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

310. Additionally, Defendants' marketing and promoting of their competing services developed through the unlawful use of Plaintiffs' confidential, proprietary, and trade secret information are deceptive to the public and have the potential for repetition.

311. Defendants' conduct was in or affecting commerce, including their use of the U.S.

mail systems.

312. Defendants' conduct has had an adverse impact on the public interest.

313. Defendants knew or should have known that their conduct was a violation of the South Carolina Unfair Trade Practices Act, and therefore they willfully and knowingly violated the South Carolina Unfair Trade Practices Act and continue to do so.

314. Defendants' unfair or deceptive act or practice proximately caused damage to Plaintiffs in an amount to be determined at trial, but in any event, in excess of \$75,000.

315. By reason of the foregoing, Plaintiffs are entitled to recover from Defendants compensatory damages, their reasonable attorneys' fees, and, at their election, treble or punitive damages.

FOURTEENTH CLAIM FOR RELIEF

(S.C. Homeland Security Act, S.C. Code Ann. § 17-30-10 et seq., all Defendants)

316. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporates them herein by reference.

317. On information and belief, Defendants, without consent or authorization, individually and / or collectively, with the knowledge and / or approval of each other, as a part of their mutual enterprise, intentionally intercepted, endeavored to intercept, and / or procured another person to intercept or endeavor to intercept Plaintiffs' wire and / or electronic communication(s), as further described hereinabove in violation of South Carolina Code of Laws Ann. § 17-30-10 et seq., a/k/a the S.C. Homeland Security Act.

318. As a result of Defendants' individual and / or collective violations of South Carolina Code of Laws Ann. § 17-30-10 et seq., Plaintiffs have individually and collectively suffered damages, as set forth herein above.

319. As a result of Defendants' individual and / or collective violations of the S.C. Homeland Security Act, Plaintiffs, individually and / or collectively, are entitled to recover damages

for any loss to Plaintiffs, collectively and / or individually, suffered, statutory damages as provided under the S.C. Homeland Security Act in amounts to be proven at trial, punitive damages, and attorney's fees and other litigation costs.

FIFTEENTH CLAIM FOR RELIEF
(Invasion of Privacy, all Defendants)

320. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

321. Plaintiff Yarborough has a right of privacy, including the right to be left alone, not harassed, and / or to be free from unwanted publicity.

322. Plaintiff Yarborough further had a reasonable expectation of her private affairs, including in her secure workplace, and in her neighborhood and communities, specifically to include her local community and her professional work community.

323. Defendant Roach, by virtue of his outrageous conduct as identified and set forth herein, including but not limited to directing, coordinating and causing the eight mailings (**Exhibits 5-12**) to be mailed and / or delivered into practically every aspect of Plaintiff Yarborough's life, has caused an unwanted appropriation of Plaintiff Yarborough's private affairs, with no legitimate purpose.

324. On information and belief, Defendants Tyler and Drye knew of the planned actions of Defendant Roach, and encouraged, facilitated, participated, aided, abetted, and / or failed to stop him from continuing in his outrageous conduct towards Plaintiff Yarborough, her company, and her friends and family.

325. The distress caused to Plaintiff Yarborough and her family is beyond anything that any reasonable person or ordinary sensibilities could be expected to endure.

326. Defendants did not have permission, or any privilege, to use Plaintiff

Yarborough's name or likeness.

327. As a result of these actions by the Defendants, Plaintiff Yarborough has suffered tremendous emotional distress, mental suffering, mental distress, and unwanted publicity.

328. As a result of these actions by the Defendants, Plaintiff Yarborough is entitled to recover her damages caused by Defendants, including punitive damages.

SIXTEENTH CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress, all Defendants)

329. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

330. Defendant Roach, as set forth herein, has intentionally, willfully and recklessly directed, caused, and / or coordinated a continuous pattern of outrageous conduct directed at Plaintiff Yarborough, that no reasonable person could be expected to endure.

331. On information and belief, Defendants Tyler and Drye knew of the planned actions of Defendant Roach, and encouraged, facilitated, participated, aided, abetted, and / or failed to stop him from continuing in his outrageous conduct towards Plaintiff Yarborough and her family.

332. Defendants' conduct directed toward Plaintiff Yarborough has caused Plaintiff to fear almost every aspect of her daily life, and has shocked the community with its extreme, absurd and malicious nature.

333. Defendants, on information and belief, intended that this course of conduct would cause Plaintiff Yarborough to suffer emotional distress.

334. Defendants' conduct was so extreme and outrageous, it exceeded all bounds of common decency, and is regarded as utterly atrocious in the community.

335. The distress caused to Plaintiff Yarborough and her family is beyond anything

that any reasonable person or ordinary sensibilities could be expected to endure.

336. As a result of these actions by the Defendants, Plaintiff Yarborough has suffered tremendous emotional distress.

337. As a result of these actions by the Defendants, Plaintiff Yarborough is entitled to recover her damages caused by this conduct of the Defendants, including punitive damages.

SEVENTEENTH CLAIM FOR RELIEF
(Defamation, Libel *Per Se*, all Defendants)

338. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

339. Defendant Roach directed numerous false communications regarding the Plaintiff Yarborough, into her community and her life, including but not limited to as shown in **Exhibits 5-12.**

340. On information and belief, Defendants Drye and Tyler were knowledgeable of these plans by Roach and acquiesced, facilitated, participated in, encouraged, aided, abetted, and / or failed to stop him.

341. Defendants' conduct towards the Plaintiff was intentional and malicious.

342. None of the Defendants were authorized or privileged to make false statements about the Plaintiff Yarborough.

343. The false statements about the Plaintiff Yarborough by the Defendants include accusations of morally impure, socially distasteful, and illegal behavior.

344. These communications put into the stream of commerce and directed right into the Plaintiff Yarborough's private residence and neighborhood have caused her to suffer special damages.

345. Plaintiff Yarborough's general damages are presumed.

346. As a result of these actions by Defendants, Plaintiff Yarborough's good name in the community has been damaged, and she is entitled to recover for her special damages, including for the severe, extensive and irreparable damage to her reputation, including tremendous personal stress and mental suffering, as well as economic damages, including, but not limited to, actual, general, and special damages, .

347. Plaintiff Yarborough has suffered damages to include severe emotional distress, lost sleep, loss of weight, anxiety, fear, unknown and incurable damage to her good reputation, and has been required to incur special damages in the form of attorneys' fees, and costs of this action, due to the acts of the Defendants, as well as other damages, including but not limited to expenses to investigate and determine the extent of damage to her reputation caused by Defendants.

348. Due to the nature of the statements and the reckless manner in which they were made and disseminated by Defendants, Plaintiff Yarborough is also entitled to an award of punitive damages.

EIGHTEENTH CLAIM FOR RELIEF
(Civil Conspiracy, all Defendants)

349. Plaintiffs repeat and re-allege each and every allegation contained in the preceding paragraphs of this Complaint, and incorporate them herein by reference.

350. Defendants combined together for the purpose of harming Plaintiffs.

351. Defendants' conduct, as described herein, has caused the Plaintiff to suffer special damages.

352. Plaintiffs are also entitled to an award of punitive damages for the Defendants' conspiracy to harm them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that:

A. the Court award Plaintiffs compensatory damages against Defendants in an amount to be determined at trial, but in any event, more than \$75,000;

B. The Court award Plaintiffs exemplary and / or punitive damages for Defendants' willful, malicious, wanton, or reckless conduct;

C. the Court enter a preliminary and permanent injunction permanently enjoining Defendants and all others acting in privity or in concert with them from misusing the Plaintiff's Trademarks in any way;

D. the Court award Plaintiffs their reasonable attorneys' fees incurred in bringing this action to the full extent permitted by law;

E. the Court enter an order disgorging Defendants' profits from its unlawful acts and accounting of such profit;

F. Plaintiffs have a trial by jury on all claims trial-able to a jury by law;

G. the Court tax the cost of this action against Defendants;

H. the Court enter an injunction to prevent the actual and threatened continuing misappropriation of Plaintiffs' trade secrets;

I. the Court enter an order requiring Defendants to take immediate steps to protect and preserve Plaintiffs' trade secrets, including but not limited to immediately returning all computers and / or confidential information belonging to the Plaintiffs;

J. the Court award Plaintiffs a judgment for damages equal to Plaintiffs' actual loss caused by Defendants' misappropriations and / or judgment for damages in the amount Defendants have been unjustly enriched by their misappropriations; and

K. the Court grant such other and further relief to Plaintiffs as the Court deems just and proper.

Respectfully submitted,

WESLEY D. FEW, LLC

s/Wesley D. Few /

Wesley D. Few, S.C. Fed. Id. No. 07371

P.O. Box 9398

Greenville, SC 29604

Tel: (864) 527-5906 | wes@wesleyfew.com

*Counsel for Plaintiffs Propel PEO, Inc., and
Propel HR, Inc., and Lee C. Yarborough*

December 20, 2019
Greenville, South Carolina

Table of Exhibits⁶

- Exhibit 1** - October 7, 2018, Greenville News advertisement promoting Roach's services, entitled "IT WASN'T A SHARK THAT KILLED HER! It was much worse ...";
- Exhibit 2** - October 29, 2018, Roach Confidentiality and Non-Disclosure Agreement;
- Exhibit 3** - November 1, 2018, Independent Contractor Agreement;
- Exhibit 4** - June 18, 2019, "cease-and-desist," letter sent to Defendant Roach;
- Exhibit 5** - October 31, 2019,⁶ "The Help" letter / "1st mailing," originating from fictitious address in Jackson, Mississippi;
- Exhibit 6** - October 31, 2019, "The Help" postcard / "2nd mailing," originating from fictitious address in Jackson, Mississippi;
- Exhibit 7** - November 4, 2019, "The Jerk" postcard / "3rd mailing;"
- Exhibit 8** - November 11, 2019, "The Invitation" postcard / "4th mailing;"

⁶ The dates set forth above for **Exhibits 5-12** are approximated based on first date of notice to Plaintiff.

- Exhibit 9** - November 12, 2019, "The Party" postcard / "5th mailing;"
- Exhibit 10** - November 18, 2019, "Adult Entertainment" postcard / "6th mailing;"
- Exhibit 11** - November 22, 2019, "Thanksgiving Card" / "7th mailing;"
- Exhibit 12** - December 2, 2019, "EIN Card" postcard / "8th mailing;"
- Exhibit 13** - December 2, 2019, Defendant Roach's Twitter Profile, identifying Idea Catapult, showing 12,500 followers; including Dec. 2, 2019, #BeAfraid surveillance re-tweet;
- Exhibit 14** - November 27, 2019, Letter from The Furman Co. (data breach concern);
- Exhibit 15** - February 23, 2018, Confidentiality and Non-Solicitation Agreement (Drye);
- Exhibit 16** - June 13, 2019, "cease-and-desist," letter sent to Arron Drye;
- Exhibit 17** - January 31, 2019, Confidentiality and Non-Solicitation Agreement (Tyler);
- Exhibit 18** - June 18, 2019, "cease-and-desist," letter sent to Angela Tyler.

Exhibit 1

IT WASN'T A SHARK THAT KILLED HER!

It was much worse...

Personal Profile

Greenville is a new home, but it didn't happen by chance. Sean and his young son, Reagan are new to the Greenville / Spartanburg area. Pia, Sean's young wife and mother to Reagan, passed from ALS on December 20, 2016, after a 2-year fight. It was 2014, and their life was soaring. Sean was speaking all over the world, coming off his 2009 Best Selling Business book that is endorsed by Steve Jobs of Apple, President Barack Obama, and Sir Richard Branson, to name a few. Sean was involved in many charities, giving his time and money. He was consulting and selling for many brand name companies all over the world. They had a Happy Healthy Family, and then in February 2015 they got the final news from the doctor no one wants to hear.

Pia will die from ALS in 2-5 years. Pia didn't believe the doctors and thought she had Lyme. Sean thought for sure, he is a resilient, lifelong entrepreneur that he could



Reagan & Sean

plow through this and they would be fine. That is not what happened. His life and his business slowly started to fall apart. Sean stated: "We tried everything and spent all our savings to try and save Pia. I am still digging out from over \$162,000 in medical bills that insurance would not cover and credit card debt for the wild and weird things that maybe, just maybe would save her."

After Pia passed, Sean had a new realization with his son, who is now very worried he would also lose Sean on one of his speaking trips. As a board member of Big Brothers Big Sisters (BBBS) for over ten years in San Diego, Sean had interacted with single parents many times. "I had no idea what a tough job it really can be as a single parent. You don't get a break and managing a work/life balance can be stressful."

In addition to all of this, although Sean knew Reagan was Dyslexic, just like Sean is, Reagan's school needed proof.

They decided to fly out to Greenville in December 2017 to be tested by the same person who tested Sean ten years earlier for Dyslexia, Gloria Marcus.

With this proof, knowing the social stigmas Sean dealt with as a kid and knowing South Carolina is a leading state for kids with learning differences, Sean and Reagan made the move over 3,000 miles this past summer to make Greenville their New Home. Sean stated, "I just knew I didn't have it in me to keep running my own business, traveling and speaking, have all the risk of things either working or failing and have the sound mind to make sure priority one, my son was being taken care of."

This is where YOU come in!

Sean is wanting, and needing, to make a work change by working for and with a company, a business, or a team here in the Greenville / Spartanburg area. Keeping Sean close to home and also now being able to use his unique way of thinking, that Jeff Bezos of Amazon once called a "Think Engine" for others.

Sean said: "I don't have a resume because I have worked for myself my entire adult life."

This article is my resume.

Sean is also severely Dyslexic. As Sean jokingly put it "I am brilliant in many things and yet in school growing up sometimes people thought I was a 'short-bus rider / window-licker' in other things I did." Sean went on to say, "I see things most people don't or can't see and it's just natural for me."

Sean is proud of his 'Out of the box thinking,' and it has served him well as an entrepreneur, but it's time to make that skill work for others. Sean stated he also has the rare talent to not only speak but also sell from the stage. Sean said, "I guess you could call me a 'Pitch Man' as I have been selling my whole life and also have the gift to hold an audience's attention with a great speech."



Just a random great white shark

The successful company, business, or team to have Sean work for you can expect this from him on Day One:

- Insightful, intuitive, and out of the box Thinking
 - Selling and the ability to sell 'one-to-one' or 'one-to-many'
 - A talented public speaker and trainer
 - Someone who believes in Observing before taking Action
 - Perceiving problems and developing answers
 - Loyal and fun
 - Someone who will confront weaknesses to grow
 - Providing you unique solutions that lead to increased profit, exposure and efficiency
- To get in touch with Sean call 864-447-5445 or email IdeaCatapult@me.com

Widowed Dad Wants To Work For You:

Sean is new to the Greenville/Spartanburg area. He has been an Entrepreneur his whole life, even having "Entrepreneur Day" named in his honor by the Mayor of Las Vegas and Governor of Nevada, but now Sean wants to settle down and work for a company while he and his young son start a new life after losing his wife to ALS.

If you would like to speak with Sean to work for your company or business please contact him at: 864-447-5445

or email IdeaCatapult@me.com

Exhibit 2

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement"), effective as of the date of the last signature in the signature block ("Effective Date"), is entered into by and between Propel PEO, Inc. and its affiliates and related entities (collectively, "Propel") and Idea Catalyst ("Company").

The parties are engaging in a business opportunity of mutual interest and in connection with such relationship, it will be necessary for Propel to give and Company to receive confidential and proprietary business information relating to this matter. This Agreement is being entered into by the Parties to memorialize their agreement and understanding regarding the confidential and proprietary nature of the information that may be disclosed by Propel to Company. In consideration of the disclosure of such information by the parties and the mutual covenants and promises set forth below, the parties hereby agree as follows:

1. Confidential Information. Information disclosed by Propel to Company, which may include proprietary technical and business data, financial information, business expertise, ideas, designs, software functions, hardware materials, software and firmware computer programs, client names and information, prospective or former client names and information, pricing information, product information, pricing formulas, sales materials, trademarks, copyrights, reports and other industry information and other confidential information, shall be deemed "Confidential Information", and is either designated as confidential by Propel at the time such disclosure is made, or is disclosed in circumstances of confidence or would otherwise be understood by Company, exercising reasonable judgement, to be confidential. Information shall not be Confidential Information if such:
 - (a) is or becomes publicly known through no fault of the Company;
 - (b) is disclosed to the Company by a third party who has a lawful right to disclose the information;
 - (c) is already known by the Company before receipt hereunder, as shown by its prior written records; or
 - (d) is independently developed by or for the Company without use of the Propel's information.
2. Confidentiality Obligations. Confidential Information is made available to the Company solely for the purpose stated herein. The Company shall not use, disclose, disseminate or distribute to any third party any Confidential Information of Propel without the prior written consent of Propel.
3. Duty of Care. The Company shall use the same degree of care with respect to its obligations under this Agreement as the Company employs with its own information and products of a similar nature. The Company warrants that access to Confidential Information will be limited to those of its employees who have a need to know as necessary to carry out the purpose and that all such employees who will have access to the Confidential Information disclosed hereunder are subject to obligations no less restrictive than this Agreement.
4. Required Disclosures. Notwithstanding anything to the contrary herein, the Company may disclose or produce any Confidential Information of Propel if and to the extent required by any court order or governmental action, provided that the Company gives Propel reasonable advance written notice of the same.
5. Disclosure Period, Termination and Continuing Obligations. The disclosure period between the parties under this Agreement shall continue in full force and effect for a period of one (1) year from the Effective Date. This Agreement shall be renewable between the parties upon mutual written agreement. The Agreement may be terminated by either party by giving thirty (30) days prior written

notice. Termination of this Agreement shall not relieve either party of the confidentiality and all other obligations of this Agreement, which shall remain in effect for five (5) years from the Effective Date.

6. Return of Confidential Information. At the written request of Propel, the Company shall promptly return to Propel, or, at Propel's sole option, destroy all Confidential Information of Propel in the Company's possession or control, and will certify in writing to Propel that the Company has returned or destroyed all such items. After such request, the Company will make no further use of the Confidential Information of Propel.

7. No License. All Confidential Information of Propel is and shall remain the property of Propel. No right or license, either expressed or implied, under any property right, including patents, patent applications, trademarks, service marks, copyrights, and trade secrets, is granted to the Company or any other party hereunder, nor is any sale or offer for sale of any kind being made by Propel to the Company hereunder.

8. No Warranty. All Confidential Information is made available under this Agreement "AS IS", with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

9. Non-Assignable. This Agreement is personal in nature and shall not be assigned by either party without the prior written consent of the other party.

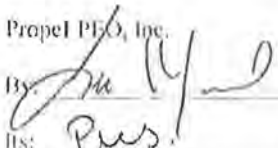
10. Choice of Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflicts of law rules.

11. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of any rights or remedies such party may have hereunder.

12. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings between the parties relating to such subject matter. If any provision in this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement may not be modified or amended except by a written instrument duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Propel PLC, Inc.

By: 

Its: Paul

Effective 10-29-18

By: 

Its: CEO

Exhibit 3

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and effective as of the 1st day of November, 2018 ("Effective Date"), by and among Propel PEO, Inc., located at 669 N. Academy St., Greenville, SC 29601 and its affiliates and related entities ("Propel"), Sean Roach individually ("Sean") and Idea Catapult, LLC, located at 2210 S. Rump Street, Carson City, Nevada 89701 ("Idea Catapult") ("Sean" and "Idea Catapult" collectively, "Contractor").

WHEREAS, Propel is licensed in the State of South Carolina to provide professional employer organization (PEO) services to its clients. In addition, Propel provides administrative service organization (ASO) services, payroll only services, and human resources services to its clients;

WHEREAS, Contractor has previous experience in sales and marketing as well as experience in general business operations and strategic business planning and direction;

WHEREAS, Contractor and Propel have executed that certain Confidentiality and Non-Disclosure Agreement dated October 29, 2018 ("Confidentiality Agreement") in connection with their relationship and such Confidentiality Agreement is in full force and effect;

WHEREAS, Contractor and Propel desires to enter into an independent contractor relationship whereby Contractor would provide strategic sales and related services to Propel as further set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, the mutual covenants, conditions, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Propel and Contractor agree as follows:

1. Recitals. The above recitals are hereby incorporated into and become a part of the body of this Agreement.
2. Independent Contractor Services. Contractor shall provide strategic sales and business direction and advice and work with Propel to increase sales and improve the overall sales process, structure and function.
3. Payment for Services. Contractor and Propel agree that Contractor shall be paid by Propel an amount equal to Nine Thousand Dollars (\$9,000) per month during the term of this Agreement. The parties also agree that Contractor shall receive commissions on sales as further outlined in Section 4 below. The parties acknowledge, understand and agree that this payment reflects approximately forty (40) hours per week of work done by Contractor.
4. Commissions. For every new client that contracts with Propel from March 1, 2019 until the termination of the Agreement, Propel agrees to pay Contractor a commission. The commission shall be 7.5% of Admin Revenue, as defined herein, for sales of PEO, ASO, Payroll only, HR and/or Workers' Compensation master plan. For purposes of this Agreement, Admin Revenue shall mean the amount indicated on the line item entitled "Administrative Fees" on the invoice submitted by Propel to client. Such commission amount shall be paid in one lump sum payment, based on the first year annualized Admin Revenue, paid on the fifteenth (15th) day of the month following the first full month of payroll processing. There shall be no residual payments. Notwithstanding anything in this Agreement to the contrary: (i) Contractor shall NOT receive any commissions for the potential clients listed on Exhibit A; and (ii) if a client terminates prior to 6 months of service with Propel, a pro-rata commission shall be earned for any months serviced by Propel, with any overage commission previously paid to be offset by future commissions or payments to Contractor.
5. Independent Contractor Relationship. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer, of Propel. Propel is not responsible for withholding, and shall not be made liable to withhold, any federal, state, or local taxes, social security or medicare taxes, from the fees earned by Contractor. Further, Contractor shall not be directed or controlled by Propel. Contractor shall operate as an independent contractor with independent control and judgment regarding the services provided to Propel. Neither party shall hold Contractor out to clients as an employee of Propel.

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6. Term and Termination. This Agreement shall be in effect for a period of one (1) year. Either party may terminate the Agreement at any time upon thirty (30) days written notice to the other party. No reason shall be required for any such termination. All payments to Contractor shall immediately cease upon termination.

7. Representations and Warranties. Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement, (b) it holds any necessary license(s) or registration(s) issued by state licensing authorities for each state in which it does business, and will maintain such license(s) or registration(s) in good standing throughout the term of this Agreement, (c) it shall promptly provide all information, resources and direction that the other party reasonably requires in order to perform its services hereunder, and (d) all information, resources and direction it provides to the other party in connection with the services hereunder will be as accurate and complete as the information available to such party permits.

8. Confidentiality and Non-Disclosure. The parties acknowledge, agree and understand that the Confidentiality Agreement is still in full force and effect and shall continue during the term of this Agreement.

9. Non-Solicitation of Clients. Contractor agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Contractor shall not, directly or indirectly, for or on behalf of himself, itself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert any client of Propel.

10. Non-Competition by Contractor. During the term of this Agreement, Contractor shall not (i) work for or contract with another business or individual that is in substantially the same business as Propel (such business or individual, a "Competitor"); (ii) solicit potential clients for a Competitor; and/or (iii) communicate with any client of Propel about a Competitor.

11. Dispute Resolution. Should either party to this Agreement deem it necessary to institute or defend legal proceedings arising out of the terms of this Agreement, then, and in such event, the prevailing party therein shall be entitled to recover from the non-prevailing party all court costs and attorney fees incurred by prevailing party therein, including but not limited to, all court costs and attorney fees incurred at all trial and appellate levels, and in bankruptcy proceedings. The parties hereby agree to the courts in Greenville County, South Carolina, as the sole and exclusive venue for any legal proceedings arising between parties.

12. General Provisions.

a. Assignment of Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party.

b. Conflicts with other Documents. If the provisions of this Agreement conflict with any of the provisions of any other agreement between Propel and Contractor, the provisions of this Agreement shall govern.

c. Negotiations. This Agreement is the result of negotiations among the parties and no inference shall be created because one of the parties or such party's counsel prepared this Agreement.

d. Amendment. This Agreement cannot be amended or modified, in whole or in part, except by writing signed by all parties to it.

e. Entire Contract. This instrument contains the entire agreement between the parties to it with respect to the subjects contemplated in it.

f. Waiver and Amendment. No waiver of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of any party to enforce at any time any of the provisions of the Agreement, or the failure to require at any time performance by any other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of such party to enforce each and every such provision thereafter. This Agreement may not be amended or modified except by the written agreement of the parties.

g. Notices. Any notice or demand to be given hereunder by either party shall be made by personal delivery in writing or by registered mail, postage prepaid return receipt requested, facsimile, or by overnight

express delivery. Mailed notices shall be addressed to the party's address listed above, but each party may change the address by written notice in accordance with this paragraph.

h. Governing Laws; Jurisdiction. This Agreement has been made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina.

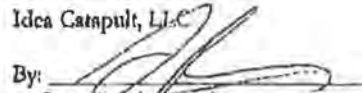
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Contractor:


Sean Roach

Idea Catalyst, LLC

By: 
Sean Roach, Member

Propel:

Propel PEO, Inc.

By: 
Lee C. Yarborough, President

Schedule A

13 Stripes Brewery - New Deal
Park Seed
White Oak Management - New Deal
Atlantic Transfer & Storage Company - New Deal
Colite - New Deal
CTR - New Deal
Premier Logistics Solutions - New Deal
PrintTek - New Deal
robbinsautomotive.com - New Deal
Adventure Golf Carts - New Deal
Lowcountry Case & Millwork - New Deal
Anderson University - New Deal
Greenville Center for Creative Arts - New Deal
J&P Park Acquisitions, Inc. - New Deal
Greenville Humane Society - New Deal
Groz-Beckert - New Deal
Integrated Support Systems, Inc. - New Deal
Machine Shop Services
Royal Threads - New Deal
Village Park Homes
ARCpoint Labs - New Deal
Bishops - New Deal
Brent Campbell Architect, PEO
Britt, Peters and Assoc.
Diversified Coatings Specialists
Eastside Pediatric Dental
Lesley Erectors
Palmetto State Roofing - TLM
Steelworks
Centerpoint IT - New Deal
Access Worldwide, Inc. - New Deal
Cornerstone Management, Inc. - New Deal
H & S Window Clean - New Deal
HSBlox - New Deal
Industrial Access - New Deal
McCormick International USA, Inc. - New Deal
Southern Refreshment Services - New Deal
Timberland Cabinets - New Deal
Zwick USA, LP - New Deal
Tindall Media
Berlins Restaurant Supply - New Deal
Brandon Advertising Inc - New Deal
Leonhardt Pipe PEO
Strand Development Company - New Deal
Triple-T Freightliner Sterling Western Star Inc - New Deal
Carolina Pride - New Deal
Central Electric Power Cooperative Inc. - New Deal

Exhibit 4

Ogletree Deakins

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

The Ogletree Building
300 North Main Street, Suite 500
Greenville, SC 29601
Telephone: 864-271-1300
Facsimile: 864-235-8806
www.ogletree.com

Lucas J. Asper
864-240-5697
lucas.asper@ogletree.com

June 19, 2019

VIA FEDERAL EXPRESS AND EMAIL (itsseanroach@me.com)

Sean Roach
Idea Catapult, LLC
34 Douglas Drive
Greenville, South Carolina 29605

Sean Roach
Idea Catapult, LLC
2210 S. Roop Street
Carson City, Nevada 89701

Dear Mr. Roach,

Please be advised that this law firm represents Propel PEO, Inc. and its affiliates ("Propel"), and have been asked to contact you about your recent activities following Propel's termination of your engagement effective May 13, 2019. Please direct all further communications regarding this matter to my attention.

We understand that on or about October 29, 2018, at the start of your independent contractor relationship with Propel, you and Propel entered into a Confidentiality and Non-Disclosure Agreement ("Confidentiality Agreement"). You and Propel subsequently entered into an Independent Contractor Agreement dated November 1, 2018 ("IC Agreement") (the Confidentiality Agreement and IC Agreement together, the "Agreements"). A copy of the Agreements are enclosed for your reference.

As permitted under the terms of the IC Agreement, Propel chose to exercise its right to terminate your engagement with thirty (30) days advance notice. You were paid the agreed-up fee outlined in paragraph 3 for the entire months of May and June, more than the required thirty (30) day notice period.

Atlanta • Austin • Berlin (Germany) • Birmingham • Boston • Charleston • Charlotte • Chicago • Cleveland • Columbia • Dallas • Denver • Detroit Metro • Greenville • Houston
Indianapolis • Jackson • Kansas City • Las Vegas • London (England) • Los Angeles • Memphis • Mexico City (Mexico) • Miami • Milwaukee • Minneapolis • Morristown
Nashville • New Orleans • New York City • Oklahoma City • Orange County • Paris (France) • Philadelphia • Phoenix • Pittsburgh • Portland, ME • Portland, OR • Raleigh
Richmond • St. Louis • St. Thomas • Sacramento • San Antonio • San Diego • San Francisco • Seattle • Stamford • Tampa • Toronto (Canada) • Toronto • Tucson • Washington

June 19, 2019

Page 2

Propel has recently learned that you have expressed your intentions to contact Propel clients with the purpose of soliciting them to move their business from Propel. As a reminder, the IC Agreement provides that during the term of the IC Agreement and for a period of twelve (12) months following termination of the IC Agreement, you are not permitted to solicit or divert, either directly or indirectly, any client of Propel. Propel understandably is very disturbed by what they have learned and is continuing to investigate whether you have violated the terms of the IC Agreement. Accordingly, Propel demands that you immediately cease and desist from contacting Propel clients.

Propel also demands that you immediately provide a written description of all communications you have had with any of Propel's clients after your engagement ended at Propel, including a copy of every letter, email, or other written communication (including texts and communications on any social media platform) you sent to any Propel client that discusses in any way Propel's business or your offer to provide or continue to provide services in competition with Propel.

As an additional reminder, the Confidentiality Agreement provides for the protection of Propel information including, but not limited to, client names and the names of prospects, all business information, internal processes and procedures, employee information and data, financial data and related information. The disclosure, dissemination or distribution of this confidential information is prohibited under the terms of the Confidentiality Agreement. In accordance with paragraph 6 of the Confidentiality Agreement, Propel is requesting that you immediately return any confidential information you may have in your possession. Those documents can be mailed directly to my attention. In the alternative, please destroy all documents, and provide a signed written statement indicating the items destroyed.

Please contact me no later than the close of business (5pm EST) on Monday, June 24, to confirm that you are complying with our requests. It is Propel's desire to make a good faith effort to resolve this situation as soon as possible without resorting to litigation. However, if we do not receive the information requested above by the requested time, Propel will consider all necessary legal actions to protect the Company's interests.

Thank you for your immediate attention to this important matter. We look forward to hearing from you as soon as possible.

Sincerely,



Lucas J. Asper

Enclosure

38854571.1

Exhibit 5

THE HELP & INDENTURED SERVANTS

1119 Pinehurst St
Jackson, MS
39202

JACKSON MS 390

28 OCT 2019 PM 2 L



y

Greenville, S C 29611



Attention business owner or HR professional,

Did you know Propel HR is currently facing EEOC claims for:

"Sexual Harassment,"

"Hostile Work Environment,"

and

"Racism?"

They have lost over 19% of their employees in the last five months, a significant loss for a company that is only 40+ employees to start with (*those of us still here are praying for a change in ownership*).

Are these the values you want representing your employees?

The attached emails are of just two brave employees that resigned and felt the need to let people know about it all in June 2019.

Since these emails, Propel HR has done nothing over the previous four months with the Executives who have caused these actions!

You pay them good money to give you HR advice, but they fail to lead by example. **Is the information your getting any good then?**

The appearance on the outside the executives want everyone to see is all "Sunshine," "Greenville's 25 most beautiful," and a repeated line of "We have been in business for over 20 years!"

We guess that means everything must be good, right?

Is the truth the inside is way worse?

Sincerely,

A concerned group of current and former employees of Propel HR

From: Arron Drye <arron.drye@aol.com>
Sent: Wednesday, June 12, 2019 10:59 AM
To: PropelHR World <Propelhr@propelhr.com>
Subject: Final Thoughts

Good Morning my former PropelHR Team,

By now you all know that last Friday, I resigned from this company. I appreciate the opportunity and dislike that it had to come to an end because I thought I had so much going for me at the company.

I mulled over writing to all of you the last 48 hours, but it was recently brought to my attention that someone said they had talked to me and said things that I never said. Causing harm, hurt, and mistrust with the people I care about. As you know in my 1 year at the company (yes ONE, not two!) I am known for being a straightforward person and I will always see the best of things in a situation. That is until someone does me wrong, as in saying they spoke with me and they didn't.

First, to put an end to any rumors about me. The only people I have spoken with in regards to my resignation was Paul Friday June 7. There have been NO phone calls with anyone else on any other days, Period. I was without cell service because the fields and area my son was playing baseball at had no cell service. I did have a voicemail from Brax when service returned but those messages from him went unanswered by me. I wanted to make sure everyone was clear on that. I really don't appreciate someone claiming differently at all and causing issues & drama.

I left because I had an excellent opportunity for my family.

Being paid more with higher commissions at my new company will allow me to do better for my family and also allow me to dress better so I'm not wearing "Coaching Shirts" that seemed to be a problem for the executive team, but got my foot in the door for business. My new company likes it because it shows I'm part of the community and not just in town for the day.

I was offered several great jobs with more money last Christmas but turned them down because in my view, it should not always be about money and I thought all the salespeople were on the same playing field at Propel. I had even told Paul, Sean, that I was approached and turned them all down. I had a call with Barry about 2 weeks ago and in that conversation, he disclosed how much he made during his 90 days and bringing in no sales. **I was blown away**, he also revealed a conversation he had with Jason and how much Jason said he was being paid. This is where it started to end.

Here I am the top selling sales rep paid the least amount of money and by A LOT. I was struggling to pay bills and asking for advances and at no point did anyone of the executives every say, hey thanks for all you do, lets pay you what we pay everyone else or better yet, lets

pay you more. The Jason thing got me, and let me know my time was quickly coming to an end. Still to this day, he still has not went out and sold a deal he got on his own from someone he did not know. Before I made my final decision, I wanted to do some digging and a lot of his "accounts" listed have wrong numbers, or the "contact" had no idea who he was. Several of the proposals he has turned in over the months to look like he is trying, including a hair salon I visited with Sean back in December, never wanted or authorized a proposal. I went by there and the owner said he cuts Jason hair.

My phone has blown up last few days as Jason tried to reach out to my prospects and has already rubbed them all the wrong way. Yet he is doing great things for you all. Sean brought his lies starting back in January to the executive team, called him out in sales meetings and they did nothing except reward him with no work deals he could turn in and get paid more than me. Sean, like him or hate him as I know at times he rubbed me the wrong way was not only helping me, but was also helping this company. They cut him out and bring in an "outsourced" manager who knows NOTHING about PEO, ASO, or HR and wants to "roleplay," who lets me know that "we are not in the business to sell." This is not Tupperware we are selling, this is a processed sale with many different layers. It doesn't matter how many videos are watched you cant roleplay this business, for those reasons and a few others it was time for me to go.

I had to get this off my chest, had it not been for people saying they talked to me when they didn't, I would have never said a word and just moved on.

I wish all of the people I have worked with the best and keep living the dream.

From: Angela Tyler <angelatyler4@gmail.com>
Subject: Special Announcement
Date: June 17, 2019 at 9:11:05 AM EDT
To: PropelHR World <Propelhr@propelhr.com>

Good Morning to my highly respected Colleagues and wonderful Clients,

It is with MUCH consideration and LOTS of disappointment that I have decided to part ways with Propel HR.

I made the decision to join the team back in January with much hope to make a positive difference for this organization.

Many of you are familiar with my career background that consists of 12 years, with one of the most respected leaders in the PEO industry and over 15 years in Human Resources leadership. I am a highly skilled professional that exemplifies a strong work ethic, and I know the value that I was bringing to Propel HR.

I have contemplated sending out this email, especially after seeing the email sent last Wednesday by a now-former employee and the company's reaction. However, after the accusatory calls, threats to "pick Propel or friends" and even intimidation, I got that entire day from three people on the Executive team. Then it continued the next day with more Owner/Executive team intimidation, calls and even three Owner/Executives admitting to what I am outlining in this email, but asking me to "Give Grace!" about what was said and done to me. So, I decided I need to write, I must write, and send an email for my sanity and hopefully a wakeup call for everyone reading this.

I genuinely care for the employees of this organization and wanted to let you know why I've made this important and life-changing decision... my hope is for this to be constructive feedback for a positive change, and I do not wish to cause any hard feelings.

When I came to interview, I was overwhelmed with promises of a "supportive leadership team," "tools to effectively and efficiently support my role," and an overall "organization ready to make a positive change and growth." As a professional, I was immediately surprised by the micro-managed work environment, specifically, from an Executive Leader that I did not report to. I have spent much time working on projects that were never implemented, and that were very much needed to ensure our client satisfaction. There are no clear processes and no structure, not even an organizational chart. The tools I needed for my role were delayed, retained, or withheld from me; leaving me always asking for information to successfully conduct my role.

As a female professional, I was also overwhelmed to quickly find myself in a sexual harassment/hostile work environment. An Owner/Executive Leader of this organization often made comments on my appearance and sexual remarks. Let me elaborate a little, a joke was continuously made, without my understanding (until recently), by an Owner/Executive Leader of this organization asking other males while sometimes in front of me "Can 62 go into 52?" or "How many times does 63 go into 52?"... etc. (my height is 5'2, and the different numbers mentioned are the heights of male colleagues). He also consistently made numerous, sexual comments about my appearance, body, clothing, shoes, toenail color, etc., even on recorded sales calls & with vendors. During morning Sales meetings, petty

1 of 3

comments and giggles were made by insecure/jealous female Owner/Executive leaders about my Zoom profile picture (which was just a professional headshot). I was also surprised by the racial comments (such as the use of the "N" word) that were so casually made by an Owner/Executive Leader. Sadly, I have witnessed many derogatory comments in my short tenure with this organization directed at other employees like "She's the tech Nazi," "He is retarded and fu@#ing weird," "If she wasn't married I would think she's a Lesbian," "She is such a bobblehead," "He must be a cocksucker!" or other things a company should never say... let alone an HR certified PEO company that has shockingly been around for "22 years" and has an Executive on the board of NAPEO.

I brought those comments to my direct Executive supervisor, also praying I wouldn't be retaliated against for speaking out, but I was told "Oh he was just joking," "That's just (owner/executive name)," "He's innocent." At the same time, I observed this same owner/executive tell our Strategist not to use the F-word in the office. It seems it's okay for an owner/executive to use that word (and way worse words), but not for others! I didn't know this HR organization has an ethics hotline for me or anyone to confidentially file a complaint until a call from an HR Leader (employee) on Friday. Though true to form for this company, from what I have learned, I was victim shamed by this HR Leader for not knowing about this number and doing something sooner. This happened with the female Owner/Executive Leader on the call. Unbelievable!

What is even more shocking and sad is my call the day before with this same Owner/Executive Leader, and in another separate phone call with another owner/executive, disclosing this all and crying (even with them) about all of this and the things that have happened to me, neither of these owner/executive women knew or mentioned, they have a hotline to call.

I feel like these past five months that I have been in a live version of the book/movie "The Help." We, the employees, are all ungrateful indentured servants to the Country Club executives, including "Two Slice Hilly!"

The stability of the organization has also become a concern for myself and many others. Hence why we are losing top talent quite rapidly and many colleagues are interviewing elsewhere. It is no secret that our Sales department is not adequately supported and not meeting goals. We recently lost our top Sales Executive because he found out that he was significantly underpaid compared to an underproducing Sales colleague. I am a firm believer in equality, and if you are doing similar work, you deserve to be paid fairly and competitively. During my "walk-a-mile," I was informed by several colleagues that performance evaluations hadn't been completed in years, including no pay increases. This was disheartening to hear, as there are so many talented resources that are not appreciated or recognized for their hard work and contributions to the company.

During the most recent Employee Celebration, the mood quickly changed when the financials and client retention stats were shared. "We've already reached our budget for client terminations, but there is no need to be concerned"... we are only mid-year! As the Executive Director of Client Relationships, that is a huge concern from my experience. A recent email was sent to this organization, reminding everyone of "Sunny Skies" and "promises." My personal observation was that our leadership is panicking and rightfully so with little sales, a rise in client terminations, and top talent leaving the organization.

To show my dedication, I even stepped outside of my comfort zone because of my care for the organization's growth, and I offered to help with Sales. It was a complete eye-opener to learn firsthand, how unsupported this team is and has been. They have No marketing material, No lead generation, No structured way to get a proposal, and Not even a functioning CRM. It's no wonder why we are not bringing on big business. This company also has a Sales Executive blatantly falsifying deals, and he has been hand-fed deals, yet allowed to stay employed when he should've been fired long ago.

A kicker for me was when the company recently let go of one of our resources, our Business Strategist. In all honesty, I joined the company because of this individual (so did the other Sales Executive at the time and the top Sales Executive was kicking butt because of the work he was doing with him). He truly cared about the success of this organization, but because he wouldn't toe the line and bow to Hilly, they kicked him to the curb like they have with so many others in the past I have recently learned. In a time when what's most needed is a successful strategist with an excellent track record, why would this decision be made? Now is the time that they need a strategy! To replace this role, this company hired a part-time (12 hours per week) Sales Trainer/Manager (that is a "church friend" and "Bible study friend of 13 years") who has no direct PEO or ASO background, to train the Sales team—that now consists of ONE!

No need to worry I was told by an owner/executive, new talent is being considered ... YES, they are considering a PEO Sales Consultant that focuses his sales on the "Nightclub" and "Adult Entertainment AKA Strip Club" industry! As a Woman and Christian, I find this very disappointing that a Christian, Woman/Family owned and HR organization would ever even consider this type of individual to represent Propel HR. I can think of no other industry that degrades women than Strip Clubs, but this is not my problem anymore.

On a positive note, I would like to give kudos to our Inside Sales Representative, and he is absolutely a shining star that is not appropriately appreciated and very disrespected in words and actions by the owner/executive leaders.

I am grateful for the opportunity to have met so many talented colleagues and fantastic clients in my short time with this organization. I will absolutely stay in contact with those who want to, and I wish all the employees the very best.

You are full of potential. Please remember Your Worth.

Respectfully,

Angela Tyler
(803) 984-9842

PS- Thank you to two Owners/Executive Leaders for calling me last week and accusing me of writing a letter, based on lies from an employee upstairs. I had no intention until your suggestion. I'm glad I received that tip as everyone deserves to know what's genuinely taking place at this company. This has also led me to file a claim with the EEOC last week after words were spoken and no action was taken.

Exhibit 6



Hiring Now!

Can you bake pie?
We are looking for indentured servants!
Need you to work long hours for low pay, to support our
"Country Club" lifestyles.
We treat our HELP, oops we mean our servants so well, in
fact, we have lost 19% of them in less than five months.
We are an HR company, and we supply our HELP with a
"hostile work environment", "sexual harassment" (if you
are good looking), and "racism." Our founder believes, just
like TRUMP, "You have to hit a JEW harder, then they hit
you." Black people (we say the N-word) "Are Lazy."
If you ever report any of this to hurt the fake "Sunshine"
image we try to create in the UBJ or public, we will ask you
"To give the founder Grace!" and hire people to come after
you!
As Christians, let us do you a favor: "God don't give charity
to those who are well and able!"
So Please, Be THE HELP for us.

Time to look for a NEW HR Company!



TO:

Greenville, SC 29605-1133

Exhibit 7



Would you hire someone who
Cheats? Steals? LIES?

Would you hire some who when they were our client, you knew treated his employees very bad?

Someone who was accused of **stealing tips, shorting hours**, has a **bad reputation** in his old profession, and much more? He was even punched (**knocked-out**) by an employee for cheating on pay.

Would you keep someone who has deceived and tricked you (with employees bringing you proof)?

One HR employee said: **"I was shocked when they hired him because of what he did as a client with us!"**

Most would call that person **The JERK**, and currently, Jason represents this company as the senior sales representative (He is the only the only sales rep as the others left).

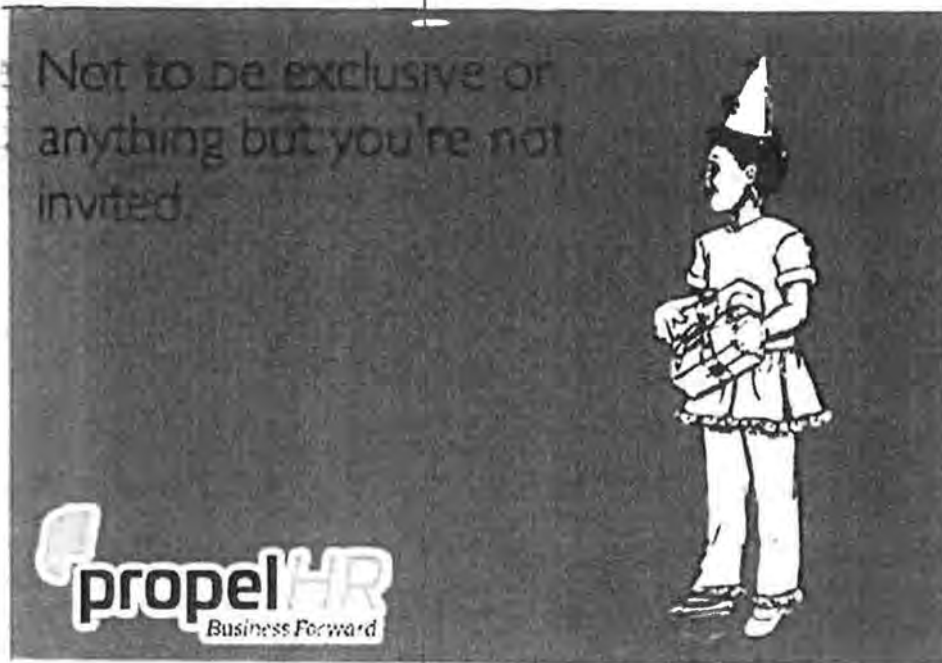
Just think what **The JERK** could do with all your information and data!

TO:

Peachtree Corners, GA 30071

Time to look for a NEW HR Company!

Exhibit 8



**Did you enjoy the night
out in Greenville?**

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list, but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and maybe a **"rocket pen"** (it really looks like it belongs in an Adult Sex Store don't you think), but **NO Party for YOU!**

Even the "Executive Director of Client Relationships" resigned in June for deficiency of **VALUE**, to the clients and her. (She was also severely sexually harassed by a founder and consistently endured a hostile work environment from women founder/executives!)

When a kid hears **"You're not invited to my party,"**

it is the worst insult ever! Feel the same way?

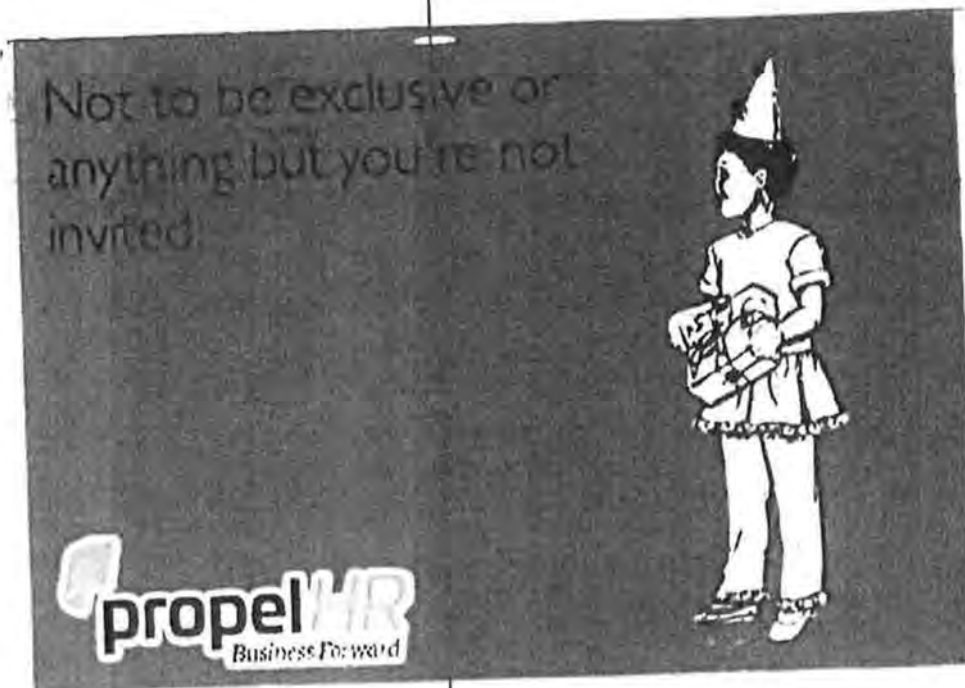
Time to look!

11/08



TO:

Greenville, SC 29602



**Did you enjoy the night
out in Greenville?**

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party! Maybe your company is on the **"Watch List"** or **"911"** list, but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and maybe a **"rocket pen"** (it really looks like it belongs in an Adult Sex Store don't you think), but **NO Party for YOU!**

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When a kid hears **"You're not invited to my party,"**

It is the worst insult ever! Feel the same way?

Time to look!

11/08



TO:

Greenville, SC 29602

Exhibit 9



**Did you enjoy the night
out in Greenville?**

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list, but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and maybe a **"rocket pen"** (it really looks like it belongs in an Adult Sex Store don't you think), but **NO Party for YOU!**

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When a kid hears **"You're not invited to my party."**

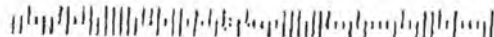
It is the worst insult

TO:

Greenville, SC 29601

Time to look for

11/08





Did you enjoy the night out in Greenville?

How about the \$1,000+ dinner with some of our team and two nights paid hotel stay?

No, you didn't! That's because you are not valued as a client, so you were never invited. Only the **"Best"** and **"Most Profitable"** clients get invited to the party!

Maybe your company is on the **"Watch List"** or **"911"** list, but they still don't care, and you won't get invited.

You might have received a mouse pad, an umbrella, and maybe a **"rocket pen"** (It really looks like it belongs in an Adult Sex Store don't you think), but **NO Party for YOU!**

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When a kid hears **"You're not invited to my party."**

It is the worst insult

TO:

Greenville, SC 29601

Time to look for

11/08

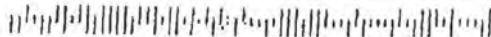


Exhibit 10



**A Christian Woman-owned company,
Must value and respect all women?!?**

When a sales rep being interviewed explained how Strip Clubs
now require "Dancers" to be employees,
we saw it as a PEO HR fit.

Yes getting a Workers Comp claim stating "insured was burned by
a sparkler on her left chest area," will cause your fees to go UP!

We know it's nice to respect that women do jobs like stripping to
get by or money for college.

The male executives also like on-site visits! 😊

The sales rep was not hired (That would look bad.)

It was much easier to do a referral relationship to keep the
"Christian" "Woman-owned" reputation
and fake "Sunshine" Image clean.

Do you have these same Morals and Values?

Time to look for a NEW HR Company!



TO:

Greenville, SC 29609

Exhibit 11



JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S							
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																												31													

JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S							
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							30	31																																	

Thank You

We want to thank you for all the concern for us as current employees, former employees, and around these issues. Yes, they are all shocking details, and yes, we spent good money to make a point and inform you instead of merely posting online.

Why?

Because for 20 years, they have been glossed over and outside the company made to look as if everything is excellent, but these are severe issues and need attention.

As we predicted in our first card, many of us have been attacked, interviewed, and threatened all in an effort to keep the image clean.

Anyways, We give thanks to YOU in these eye-opening times.

PS: Ever wonder why "the Jerk," after all the disclosure, was never fired?

That would have shown everyone we are right, the image is bad and the executives are wrong.



CHARLOTTE NC 2832

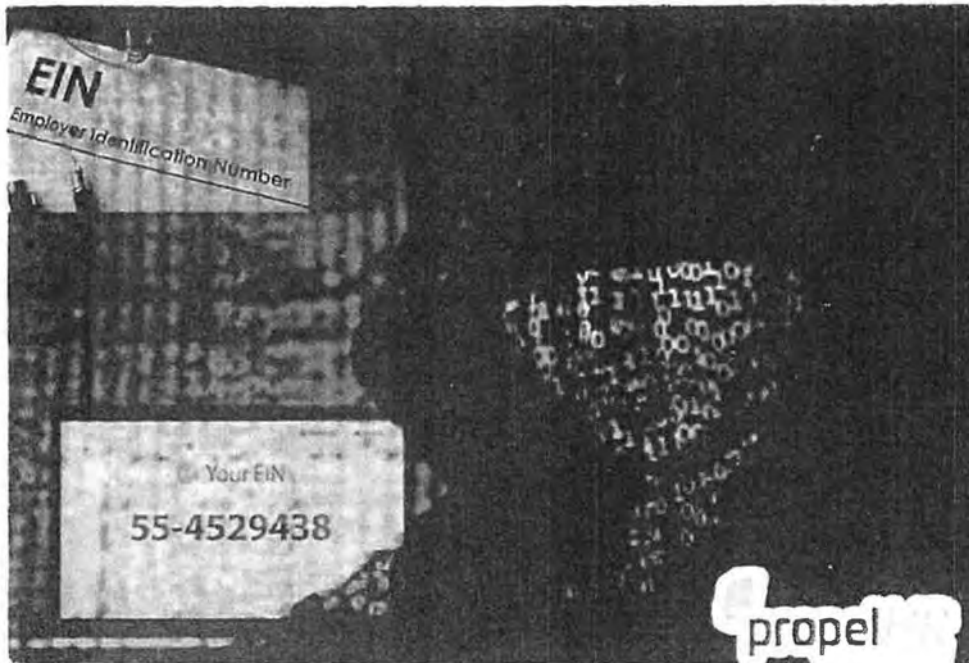
20 MAY 2019 PM 7 1

AP Professional Security, LLC
Attention: Tony Proietta
300 Pettigru Street
Greenville, SC 29601

29601-311300 COE11E-1096Z



Exhibit 12



7 1 1954 NOV 29

Fake tax returns can be filed for your business!

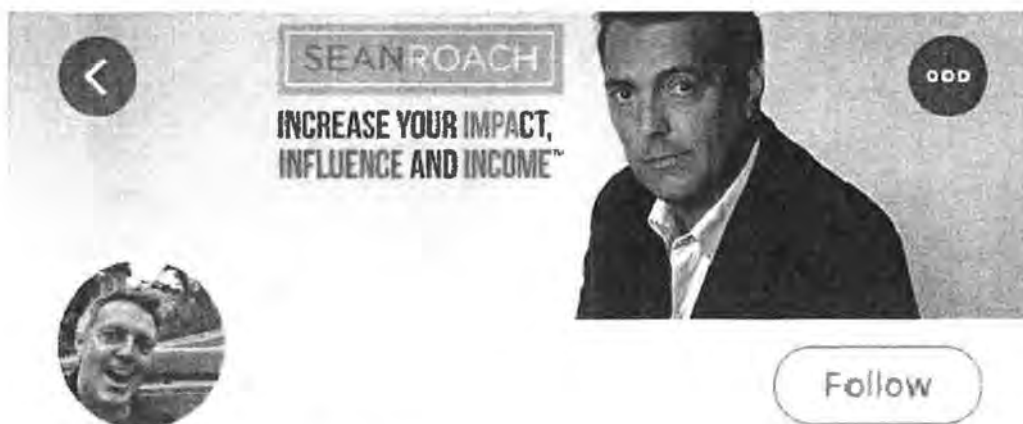
Can you risk losing it all to this dirty "*The Sun Is Shining*" secret?

TO:

Greenville, SC 29602

Time to look for a NEW HR Company!

Exhibit 13



Sean Roach

@ItsSeanRoach

Entrepreneur, Speaker & often called The 'THINK ENGINE': Helping businesses and people grow their Impact, Influence and Income. Widow and Founder, Idea Catapult

📍 Las Vegas, Nevada 🔗 seanroach.com

📅 Joined June 2008

588 Following 12.5K Followers



Followed by DanetteMay, Impact Democracy, Brian Brushwood, and 5 others

Tweets

Tweets & replies

Media

Likes



Sean Roach @ItsSeanRoach · 22h
Looks amazing



Tweets Tweets & replies Media Likes

Sean Roach Retweeted



Bill Pulte @pulte · 3d

I'll give \$1,000 TONIGHT to someone random who retweets this only because it's Giving Tuesday! (must be following me so I can dm you)

7,376 196K 77.5K

Show this thread



Sean Roach @ItsSeanRoach · 4d

If you only realize this now... don't have any electronics in your bedroom!



Dr. Robert Epstein @DrREps... · 4d

New #FBI report: Your smart TV is a #surveillance device. Among other things, it "can turn on your bedroom TV's camera and microphone and silently cyberstalk you." Remember: t...

7,376 196K 77.5K

Sean Roach Retweeted



Dr. Robert Epstein @DrREpstein · 4d

Just revealed: #YouTube - part of #Google - has recently taken down more than 100 pro-#Trump videos WITHOUT SAYING WHY. I'm no Trump supporter. but it



Dr. Robert Epstein
@DrREpstein

New #FBI report: Your smart TV is a #surveillance device. Among other things, it "can turn on your bedroom TV's camera and microphone and silently cyberstalk you." Remember: the more data they have about you, the more easily they can control you.
#BeAfraid

That smart TV you just bought may be spying on you, FBI warns
Those Black Friday and Cyber Monday super sales are not only a boon for your bank account, but may also reap serious rewards for cyber criminals intent on ...
[cnn.com](#)

7:44 PM · Dec 2, 2019 · Twitter Web App

674 Retweets · 896 Likes

Exhibit 14



November 27, 2019

Lee Yarborough
Propel HR
669 N Academy Street
Greenville SC 29601

Dear Lee,

We sincerely empathize about your current situation surrounding the multiple attacks to both you personally and Propel HR through disturbing mailings to your clients. However, we are extremely concerned about the security of The Furman Co.'s confidential information.

Since the initial receipt of a defamatory postcard and letter on 10/31/19, The Furman Co. has received at least three additional postcards, some of which have referenced the last four digits of our company's EIN. We must assume that the parties with access to our EIN might also have continued access to other employment records.

To ensure that our company's information is being protected and our data is not being compromised, please respond as to what actions have been taken or what investigations are underway to protect our security and ensure the prevention of future breaches.

Regards,

Stephen P. Navarro CRE FRICS CCIM
President

Exhibit 15

CONFIDENTIALITY AND NON SOLICITATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Arren Dzy ("Employee") and Propel PEO, Inc., a South Carolina corporation and Propel HR, Inc., a South Carolina corporation (collectively, the "Company").

In consideration of the employment of the Employee, Employee's access to Confidential Information of the Company, Employee's access to clients and potential clients of Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the Company hereby agree as follows:

1. Confidentiality Obligations.

During the term of Employee's employment, Employee will not directly or indirectly use or disclose any Confidential Information except in the interest and for the benefit of the Company. For a period of twenty-four (24) months following termination of Employee's employment with the Company, for whatever reason, Employee will not directly or indirectly use or disclose any Confidential Information; provided, however, Employee shall maintain the confidentiality of Protected Health Information ("PHI") for so long as required under the HIPAA Privacy Rules and/or Security Standards, as defined below.

2. Confidential Information.

The term "Confidential Information" shall mean (i) all proprietary information of the Company which has value to the Company, is maintained as confidential by the Company, and which is not known to the public or the Company's competitors, generally, including, but not limited to, new products, client lists, prospective client lists, pricing policies, employment records and policies, employee data and information, banking information, operational methods, computer programs and codes, sales figures, marketing plans and strategies, product development techniques and plans, business acquisition plans, technical processes, designs, inventions, and research programs and results and (ii) all information of the Company considered to be PHI as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("HIPAA Privacy Rules and/or Security Standards"), including any PHI maintained or transmitted electronically. The provisions of this Agreement do not cover trade secrets as those are specifically covered under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq.

3. Exclusions.

Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Employee to have been known by him/her prior to his/her employment by the Company; (ii) is or becomes generally available to the public through no act or omission of Employee; or (iii) is independently developed by Employee outside the scope of his/her employment without use of Confidential Information. Nothing in this Agreement prohibits an employee from using Confidential Information, if necessary, to report any concern of unlawful or illegal conduct to a government agency.

4. Return of Records.

Upon termination of employment, for whatever reason, or upon request by the Company, Employee shall immediately return to the Company all documents, records, and materials belonging and/or relating to the Company (except personnel, wage and benefit materials relating solely to Employee), and all copies of all such materials. Upon termination of employment, for whatever reason, or upon request by the Company, Employee further agrees to destroy such Confidential Information maintained by him on his own computer equipment.

5. Non-Solicitation of Company Employees. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, solicit,

divert, attempt to solicit or attempt to divert the employment of any Company employee.

6. Non-Solicitation of Company Clients. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, for or on behalf of him/herself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert Company clients. "Company Clients" shall be limited to any client of Company with whom Employee had business contact during the twelve (12) months prior to the termination of Employee's termination.

7. No Outside Business Interest. Employee acknowledges and agrees that Employee is accepting a full time position with Company and therefore Employee agrees that during the term of Employee's employment with Company, Employee shall work only for Company and shall not, directly or indirectly, on behalf of him/herself or another employer, contractor or third party, provide any work or service for another business or individual, without Company's prior written permission.

8. Scope of Restrictions.

By entering into this Agreement, Employee acknowledges the nature of the Company's business and the nature and scope of the restrictions set forth in this Agreement. Employee acknowledges and represents that the scope of the restrictions are appropriate, necessary and reasonable for the protection of the Company's business, goodwill, property rights and clients. Employee further acknowledges that the restrictions imposed will not prevent him/her from earning a living in the event of, and after, termination of his/her employment with the Company, for whatever reason. Nothing herein shall be deemed to prevent Employee, after termination of Employee's employment with the Company, from using general skills and knowledge gained while employed by the Company.

9. Prospective Employers.

Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

10. Miscellaneous.

10.1 Binding Effect. This Agreement binds Employee's heirs, executives, administrators, legal representatives and assigns and inures to the benefit of the Company and its successors and assigns.

10.2 Entire Agreement; Amendment or Waiver. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and therein and all prior discussions, negotiations, agreements, correspondence and understandings, whether oral or written, between Employee and the Company with respect to the subject matter hereof are merged herein and superseded hereby. No provision of this Agreement may be amended or waived other than in writing by the party against whom enforcement of such amendment or waiver is sought.

10.3 Injunctive Relief. The parties agree that damages will be an inadequate remedy for breaches of this Agreement and in addition to damages and any other available relief, a court shall be empowered to grant injunctive relief.

10.4 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

10.5 Governing Law. The parties agree that this Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the state of South Carolina. Any disputes under this Agreement shall be decided by the appropriate state or federal court in Greenville, South Carolina, and Employee waives any objections or defenses to jurisdiction or venue in any such proceeding before any such court. Employee hereby submits to the exclusive personal jurisdiction of the state and/or federal courts of the state of South Carolina.

10.6 Consideration. Execution of this Agreement is a condition of Employee's employment with the Company and Employee's employment by the Company and access to Company Confidential Information and Company clients constitutes the consideration for Employee's undertakings hereunder.

10.7 Severability. The obligations imposed by this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision.

10.8 Terminable-At-Will. Nothing in this Agreement shall modify the right of either party to terminate the employment relationship at any time with or without cause or notice.

[SIGNATURE PAGE TO FOLLOW]

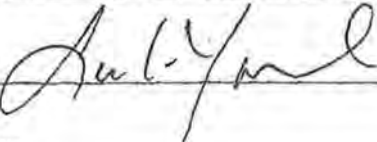
IN WITNESS WHEREOF, the parties have executed, as of the respective dates set forth underneath their signatures below, one or more counterparts to this Agreement, which shall become effective as of the date the Employee signs the Agreement.

EMPLOYEE

By: 

DATE: 2-23-18

PROPEL PEO, INC. AND PROPEL HR, INC.

By: 

DATE: _____

Exhibit 16



June 13, 2019

Arron Drye
124 Constantine Way
Greer, SC 29650

Re: Termination of Relationship

Dear Arron:

We are sad to see you leave Propel HR but certainly wish you well in your new role with Vensure Employer Services.

As a reminder, you are bound by the terms of a confidentiality and non-solicitation agreement such that you are not permitted to solicit Propel HR clients for a period of twelve months after termination. You are also not permitted to solicit Propel HR employees for a period of twelve months after termination. I am enclosing for your records a copy of the Confidentiality and Non-Solicitation Agreement between you and Propel HR dated February 23, 2018 (the "Agreement").

In addition, the Agreement provides that you maintain as confidential the client lists and client information of Propel HR. Also, under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq., you are obligated to protect the trade secrets and proprietary information of Propel HR. The taking and using of our information is in violation of the Agreement and the South Carolina Trade Secrets Act.

If you have any questions, please feel free to reach out. Good luck and best wishes!

Sincerely,

A handwritten signature in cursive script that reads 'Laurin'.

Laurin McDonald
General Counsel

cc: Lee Yarborough, Propel HR, President
Vensure, General Counsel

669 N. Academy St.
Greenville, SC 29601

Info@propelHR.com
800-446-6567
propelHR.com

Exhibit 17

CONFIDENTIALITY AND NON SOLICITATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Angela Tyler ("Employee") and Propel PEO, Inc., a South Carolina corporation and Propel HR, Inc., a South Carolina corporation (collectively, the "Company").

In consideration of the employment of the Employee, Employee's access to Confidential Information of the Company, Employee's access to clients and potential clients of Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the Company hereby agree as follows:

1. Confidentiality Obligations.

During the term of Employee's employment, Employee will not directly or indirectly use or disclose any Confidential Information except in the interest and for the benefit of the Company. For a period of twenty-four (24) months following termination of Employee's employment with the Company, for whatever reason, Employee will not directly or indirectly use or disclose any Confidential Information; provided, however, Employee shall maintain the confidentiality of Protected Health Information ("PHI") for so long as required under the HIPAA Privacy Rules and/or Security Standards, as defined below.

2. Confidential Information.

The term "Confidential Information" shall mean (i) all proprietary information of the Company which has value to the Company, is maintained as confidential by the Company, and which is not known to the public or the Company's competitors, generally, including, but not limited to, new products, client lists, prospective client lists, pricing policies, employment records and policies, employee data and information, banking information, operational methods, computer programs and codes, sales figures, marketing plans and strategies, product development techniques and plans, business acquisition plans, technical processes, designs, inventions, and research programs and results and (ii) all information of the Company considered to be PHI as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("HIPAA Privacy Rules and/or Security Standards"), including any PHI maintained or transmitted electronically. The provisions of this Agreement do not cover trade secrets as those are specifically covered under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq.

3. Exclusions.

Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Employee to have been known by him/her prior to his/her employment by the Company; (ii) is or becomes generally available to the public through no act or omission of Employee; or (iii) is independently developed by Employee outside the scope of his/her employment without use of Confidential Information. Nothing in this Agreement prohibits an employee from using Confidential Information, if necessary, to report any concern of unlawful or illegal conduct to a government agency.

4. Return of Records.

Upon termination of employment, for whatever reason, or upon request by the Company, Employee shall immediately return to the Company all documents, records, and materials belonging and/or relating to the Company (except personnel, wage and benefit materials relating solely to Employee), and all copies of all such materials. Upon termination of employment, for whatever reason, or upon request by the Company, Employee further agrees to destroy such Confidential Information maintained by him on his own computer equipment.



5. Non-Solicitation of Company Employees. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, solicit, divert, attempt to solicit or attempt to divert the employment of any Company employee.

6. Non-Solicitation of Company Clients. Employee agrees that during the term of Employee's employment and for a period of twelve (12) months following the termination of Employee's employment with Company, regardless of the reason for termination or who initiates termination, Employee shall not, directly or indirectly, for or on behalf of him/herself or a future employer or future prospective employer, solicit, divert, attempt to solicit or attempt to divert Company clients. "Company Clients" shall be limited to any client of Company with whom Employee had business contact during the twelve (12) months prior to the termination of Employee's termination.

7. No Outside Business Interest. Employee acknowledges and agrees that Employee is accepting a full time position with Company and therefore Employee agrees that during the term of Employee's employment with Company, Employee shall work only for Company and shall not, directly or indirectly, on behalf of him/herself or another employer, contractor or third party, provide any work or service for another business or individual, without Company's prior written permission.

8. Scope of Restrictions.

By entering into this Agreement, Employee acknowledges the nature of the Company's business and the nature and scope of the restrictions set forth in this Agreement. Employee acknowledges and represents that the scope of the restrictions are appropriate, necessary and reasonable for the protection of the Company's business, goodwill, property rights and clients. Employee further acknowledges that the restrictions imposed will not prevent him/her from earning a living in the event of, and after, termination of his/her employment with the Company, for whatever reason. Nothing herein shall be deemed to prevent Employee, after termination of Employee's employment with the Company, from using general skills and knowledge gained while employed by the Company.

9. Prospective Employers.

Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any future prospective employer. Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

10. Miscellaneous.

10.1 Binding Effect. This Agreement binds Employee's heirs, executives, administrators, legal representatives and assigns and inures to the benefit of the Company and its successors and assigns.

10.2 Entire Agreement; Amendment or Waiver. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and therein and all prior discussions, negotiations, agreements, correspondence and understandings, whether oral or written, between Employee and the Company with respect to the subject matter hereof are merged herein and superseded hereby. No provision of this Agreement may be amended or waived other than in writing by the party against whom enforcement of such amendment or waiver is sought.

10.3 Injunctive Relief. The parties agree that damages will be an inadequate remedy for breaches of this Agreement and in addition to damages and any other available relief, a court shall be empowered to grant injunctive relief.

10.4 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.

10.5 Governing Law. The parties agree that this Agreement and any amendments hereto shall be governed by and



construed in accordance with the laws of the state of South Carolina. Any disputes under this Agreement shall be decided by the appropriate state or federal court in Greenville, South Carolina, and Employee waives any objections or defenses to jurisdiction or venue in any such proceeding before any such court. Employee hereby submits to the exclusive personal jurisdiction of the state and/or federal courts of the state of South Carolina.

10.6 Consideration. Execution of this Agreement is a condition of Employee's employment with the Company and Employee's employment by the Company and access to Company Confidential Information and Company clients constitutes the consideration for Employee's undertakings hereunder.

10.7 Severability. The obligations imposed by this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision.

10.8 Terminable-At-Will. Nothing in this Agreement shall modify the right of either party to terminate the employment relationship at any time with or without cause or notice.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have executed, as of the respective dates set forth underneath their signatures below, one or more counterparts to this Agreement, which shall become effective as of the date the Employee signs the Agreement.

EMPLOYEE

By: Angela Tyler

DATE: 1/31/19

PROPEL PEO, INC. AND PROPEL HR, INC.

By: [Signature]

DATE: _____

[Signature]

Exhibit 18



June 18, 2019

Angela Renca Tyler
1308 Twin Oaks Drive
Chester, SC 29706

Re: Termination of Relationship

Dear Angela:

We have received your resignation and are sad to see you leave Propel HR. But, we certainly wish you well in all future endeavors.

As you requested, you will receive a box this week to return your Propel HR computer and any other Propel HR property, information or data that you have with you. We will reach out about COBRA coverage.

As a reminder, you are bound by the terms of a confidentiality and non-solicitation agreement such that you are not permitted to solicit Propel HR clients for a period of twelve months after termination. You are also not permitted to solicit Propel HR employees for a period of twelve months after termination. I am enclosing for your records a copy of the Confidentiality and Non-Solicitation Agreement between you and Propel HR dated January 31, 2019 (the "Agreement").

In addition, the Agreement provides that you maintain as confidential the client lists and client information of Propel HR. Also, under the provisions of the South Carolina Trade Secrets Act, S.C. Code §§39-8-et seq., you are obligated to protect the trade secrets and proprietary information of Propel HR. The taking and using of our information is in violation of the Agreement and the South Carolina Trade Secrets Act.

If you have any questions, please feel free to reach out. Good luck and best wishes!

Sincerely,

A handwritten signature in cursive script that reads 'Laurin'.

Laurin McDonald
General Counsel

cc: Lee Yarbrough

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he served a copy of the foregoing **DEFENDANT'S MOTION TO DISMISS PURSUANT TO RULE 12(b)(8), SCRPC** upon Plaintiff's counsel of record by email and by depositing a copy of the same in the United States Mail, proper first-class postage pre-paid, this 28th day of February, 2020, addressed as follows:

Wesley D. Few, Esq. (wes@wesleyfew.com)
Wesley D. Few, LLC
P.O. Box 9398
Greenville, SC 29604


David E. Rothstein

Greenville, SC.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Sean Eric Roach,	)	Case No. 2020-CP-23-01669
	)	
Appellant-Defendant,	)	
	)	APPELLANT'S MOTION FOR
vs.	)	COSTS
	)	
Lee Yarborough,	)	
	)	
Respondent-Plaintiff.	)	
_____	)	

Pursuant to Rule 54(e) of the South Carolina Rules of Civil Procedure and S.C. Code Ann. § 18-7-220, Appellant-Defendant, Sean Eric Roach, by and through his undersigned counsel, hereby files this Motion for Costs. Appellant-Defendant is the prevailing party on this appeal from a Restraining Order entered against him by the Magistrate's Court, which was vacated by Order of the Hon. Perry H. Gravely filed on July 24, 2020.

As set forth in the Affidavit of Counsel for Appellant-Defendant, which is attached hereto, taxable costs in this matter include the following:

(1)	Filing fees for appeals (including Case No. 2020-CP-23-00183)	\$360.64
(2)	Transcripts of Magistrate proceedings	934.15
(3)	Copies	22.40
(4)	Motion filing fee	31.74
		<u>\$1,348.93</u>

In addition, pursuant to S.C. Code Ann. § 16-3-1750(D), Appellant-Defendant seeks an order requiring Respondent-Plaintiff to pay the filing fee in Magistrate's Court for the filing of the underlying restraining order action.

* * *

Respectfully submitted,

s/ David E. Rothstein
David E. Rothstein, SC Bar No. 66295
ROTHSTEIN LAW FIRM, PA
1312 Augusta Street
Greenville, SC 29605
(864) 232-5870 (office)
(864) 241-1386 (facsimile)
drothstein@rothsteinlawfirm.com

Attorney for Appellant-Defendant, Sean Eric Roach

July 27, 2020

Greenville, SC.