

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

THE EVERGLADES FOUNDATION, Inc.

Plaintiff,

v.

THOMAS VAN LENT, an individual,

Defendant.

CIRCUIT CIVIL DIVISION

CASE NO. _____

Jury Trial Demanded

Document Electronically Filed

**COMPLAINT FOR DAMAGES AND TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF**

Plaintiff, The Everglades Foundation, Inc., a not-for-profit 501(c)(3) charitable organization (“the Foundation” or “Plaintiff”), hereby sues Thomas Van Lent (“Defendant” or “Van Lent”), an individual, and alleges as follows:

INTRODUCTION

1. The Everglades Foundation was founded in 1993 with a mission to restore and protect the Florida Everglades through science-based strategies. It has supported that mission by employing a team of scientists to investigate, develop, publish, and present scientific information to inform and educate decisionmakers and the public about the importance and benefits of Everglades restoration.

2. Thomas Van Lent was hired by the Foundation in 2005. He was part of the Foundation’s Science Department and served various roles, including, at one point, being the head of department. He was intimately involved in the Foundation’s development of scientific positions to support its mission position. But by 2021, Van Lent became less engaged in his work for the

Foundation. While the Foundation began to expect he would retire in 2022, Van Lent was instead exploring work opportunities with other Everglades-focused entities.

3. By January 2022, Van Lent began a secret campaign of theft and destruction of sensitive Foundation materials in preparation for his departure (which he had yet to inform the Foundation about). He copied hundreds of files and folders containing the Foundation's confidential and proprietary information and trade secrets, including hundreds of gigabytes of data, onto his personal hard drives to take with him, without the Foundation's permission and in violation of his employment obligations to the Foundation. He also then destroyed hundreds of gigabytes of the Foundation's data, including thousands of files and folders containing the Foundation's copies of proprietary scientific models and related data, and copies of the work product the Foundation had employed him to create over his 17 years of employment. His scheme was designed to take and deprive the Foundation of its proprietary information and property.

4. On February 10, 2022, Van Lent announced his intent to resign from the Foundation, effective at the end of February 2022. In his resignation email, Van Lent stated, "My career at the Foundation has been a source of personal pride and I wish The Everglades Foundation continued success." But with the Foundation's materials in hand, on February 28, 2022, Van Lent's last day of work, around 4:36 pm he posted a disparaging tweet and announced on Twitter an intention to start working for another Everglades-focused entity.

5. In the wake of Van Lent's departure, and his failure to abide by his employment obligations, the Foundation hired a forensic investigator to review Van Lent's Foundation-issued laptop, which he had wiped clean of all data before returning. To the Foundation's surprise and dismay, the forensic investigation began to uncover evidence of the extensive materials he had taken and destroyed. As additional evidence of Van Lent's scheme came to light, the Foundation

still reached out to Van Lent repeatedly, asking him to voluntarily return all the Foundation materials in his possession and control.

6. Despite those several attempts by the Foundation to retrieve its materials, and despite the irrefutable forensic evidence confirming his theft and destruction of the Foundation's materials, Van Lent has not been candid about his actions. For example, when Van Lent was first confronted by the Foundation about his actions, he denied them categorically – calling them false and baseless. Then, when confronted with forensic evidence showing he downloaded the Foundation's materials to a personal hard drive, he admitted to taking them. When he sent that hard drive back to the Foundation, he claimed that he did not have any more copies, but the forensic examination of the returned materials confirmed that he does, as well as other storage devices that he was obligated to and has failed to return to the Foundation.

7. Most telling, when asked to certify under oath that he does not have any additional Foundation materials and has complied with his employment obligations, Van Lent refused to provide adequate assurances that he has not retained copies of Foundation materials and that he has not and will not disclose the Foundation's confidential and trade secret information to others. Van Lent's theft of these materials while planning to work with another Everglades-focused organization shows that he took and destroyed them to harm the Foundation's mission, and to use and disclose such information for the benefit of himself or third parties to the detriment of the Foundation. The Foundation had no choice but to seek intervention from the Court.

PARTIES

8. The Everglades Foundation, Inc. is a not-for-profit 501(c)(3) charitable organization organized under the laws of the state of Florida. Its principal office is located at 18001 Old Cutler Road, Suite 625, Palmetto Bay, Florida.

9. On information and belief, Thomas Van Lent is a citizen and resident of the state of Florida. Until about March, 2020, Van Lent worked for the Foundation at its 180001 Old Cutler Road, Suite 625, Palmetto Bay, Florida location. After that, on information and belief, Van Lent moved his primary residence to Tallahassee, Florida.

JURISDICTION AND VENUE

10. This is an action of breach of contract, conversion, and trade secret misappropriation, seeking damages and both temporary and permanent injunctive relief. This Court has jurisdiction over the state law claims raised pursuant to Article V, Section 5(b) of the Florida Constitution and Section 26.012, Florida Statutes (2021) because this is an action seeking injunctive relief and seeking damages in excess of Thirty Thousand Dollars (\$30,000,000) exclusive of interest and costs.

11. This Court possesses personal jurisdiction over defendant Thomas Van Lent because he is a resident of Florida. Van Lent is also subject to the jurisdiction of Florida courts under Section 48.193, Florida Statutes (2021), as a person who committed a tortious act and breached a contract in this state, and who engaged in substantial work activity in this state during his 17 years of employment by the Foundation in Palmetto Bay, Florida. Section 48.193.

12. Venue is proper in Miami-Dade County pursuant to Sections 47.011 and 47.041, Florida Statutes, because a substantial part of the events giving rise to the Foundation's claims occurred, and the Foundation's causes of action accrued, in this county. Defendant repeatedly breached his contract with the Foundation in this county, when he failed to return Foundation materials to the Foundation at its offices in Palmetto Bay, Florida, as required under that contract, and when he took and destroyed materials located on the Foundation's servers in Palmetto Bay in violation of the contract. In addition, venue in this county is proper because Defendant committed

torts of conversion and trade secret misappropriation in Palmetto Bay when he improperly took and destroyed materials on the Foundation servers located there.

FACTUAL ALLEGATIONS

Van Lent's Written Agreement with the Foundation

13. As a condition of his work for the Foundation, Van Lent entered a written contract with the Foundation when he signed the Foundation's Policy Manual on December 9, 2020 (the "Agreement"). That contract is incorporated herein.

14. Under the Agreement, Van Lent agreed, that "[a]s a condition of employment, all creative works conceived, made, or developed by" him that "result from [his] work for the Foundation," "involve the use of any equipment, supplies, facilities, or time of the Foundation," or that "relate directly to the business of the Foundation or its actual or demonstrably anticipated research or development, are the exclusive property of the Foundation." That "includes, but is not limited to, all written materials and documents, creative pieces or materials, including graphic designs or artwork, still photographs, audio or video recordings, designs, concepts, and ideas, scientific data and research, and all other original work developed or created by Foundation employees in the course of carrying out their assigned job duties."

15. Under the Agreement, Van Lent also agreed that he would "deliver any and all originals and copies of confidential information, discoveries, other inventions described herein, records, files, drawings, documents, photographs, equipment, materials, and writings received from, created for, or belonging to the Foundation, including those which relate to or contain confidential information and trade secrets, or any copies thereof to the Foundation upon [his] separation from employment, or at any time so requested by the Foundation."

16. Under the Agreement, Van Lent also agreed that on his termination, he "must return

all Foundation-owned computers, mobile phones, electronic devices, parking cards, keys, and other property” to certain Foundation staff “on or prior to the last workday and demonstrate removal of all company data from any personal devices.” (Emphasis added).

17. Under the Agreement, Van Lent also understood and agreed that “all company data on personal devices must be removed upon termination of employment.” He also agreed that “[a]t any time on request, terminated employees may be asked to produce their device for inspection to confirm removal of all company data.”

The Foundation’s Confidential and Proprietary Information and Trade Secrets

18. In his work for the Foundation, Van Lent built scientific models, analyzed data, sent email, and wrote position papers, giving both public and private, confidential presentations related to the modeling efforts and analyses performed.

19. The Foundation controls access to its confidential and proprietary information through confidential login credentials and contractual agreements with employees. Employees log into the Foundation’s cloud-based document system on Google Drive using personalized login credentials authorized and provided by the Foundation. To remotely access other Foundation resources, such as modeling or backup servers, employees first must use personal login credentials and passwords to log into the Foundation’s VPN service, and a second set of confidential login credentials to log into a target resource such as the server. With regard to the Foundation’s Alligator and Osprey servers in Palmetto Bay, Florida, Van Lent was the chief administrator for those servers, and restricted and denied access to them to his fellow employees.

20. The confidential materials downloaded and destroyed by Van Lent constitute and incorporate trade secrets developed by the Foundation. The Foundation’s trade secrets include: presentations given in response to strategic questions posed by the Board of Directors or Executive

Leadership Team, models and model libraries created, or assembled and refined by the Foundation's staff, model input and output files collected, assembled or developed by the Foundation, consultant reports commissioned by the Foundation, survey data, directories and compilations of data assembled by the Foundation, and any analyses, statistical analyses, internal reports, white papers, confidential presentations, and documents/memos and reports based on such data. These materials constitute and incorporate information that is not generally known or available to the public, and that has economic value to the Foundation, including because it provides support to the Foundation's work, its efforts to seek research grants, and its efforts to secure funding for its annual budget. Van Lent could use these materials to his own economic advantage by selling them to enrich himself or using them to seek research grants and consulting work in his own name.

Van Lent's Destruction and Taking of the Foundation's Property

21. A forensic investigator engaged by the Foundation has uncovered evidence that Van Lent accessed, downloaded, and deleted extensive materials that belong to the Foundation in the days and weeks preceding his departure from the Foundation.

22. On or around January 2022, Van Lent copied a large volume of data from a Foundation computer, including mailboxes, notes, presentations, and archive materials, to a Western Digital external hard drive. Van Lent told the Foundation he could not return this drive to the Foundation because he gave it to a colleague who does not work for the Foundation. Van Lent has not identified this colleague.

23. On or around January 29, 2022, Van Lent deleted a major portion of his "tomvanlent" user profile folder on the Foundation's Osprey server, located in Palmetto Bay, Florida.

24. On or around February 3, 2022, Van Lent deleted thousands of files and folders (over 100GB of data) on multiple Foundation servers (Alligator, Osprey) for which he was the main Foundation administrator. For example, he deleted extensive files and folders relating to the Foundation's modeling and mapping work on the Alligator server located in Palmetto Bay, Florida, including folders under the names of other employees and former employees.

25. Between around February 22 and 24, 2022, Van Lent downloaded approximately 79 documents from various shared and user folders, including documents in his folders, and documents located in folders belonging to other Foundation employees.

26. On or around February 23, 2022, Van Lent deleted his entire email folder on the Foundation's Google workspace, after performing numerous Google searches on how to erase documents, including searching for instructions on how to copy and then erase a Google calendar and instructions on how to delete all Gmail (*e.g.*, "erase a google calendar," "Gmail delete all emails").

27. On or around February 28, 2022, Van Lent initially failed to return his Foundation-issued MacBook Pro Computer to the Foundation in Palmetto Bay, Florida. When the Foundation retrieved the computer by courier a couple of days later, it discovered Van Lent had destroyed all the usable data on that Foundation-issued MacBook Pro and reset the machine to factory default settings before returning it. However, without the Foundation's knowledge or permission, he retained in his possession one or more backup copies of that computer.

28. Van Lent initially refused to provide the Foundation with access credentials to another Foundation-issued MacBook Pro that he returned upon his separation, rendering all materials on that computer inaccessible to the Foundation. Van Lent initially failed to return a Foundation-issued cell phone on his separation.

29. Van Lent also initially refused to provide the Foundation with access credentials to an iCloud account in the name of tvanlent@evergladesfoundation.org. Such accounts are often used for backing up MacBook computers and restoring those contents when a new computer is purchased, and the forensic examiner informed the Foundation that he saw evidence that an iCloud account had been used to make such a backup at some point in time. The phone number on file for the password reset was Van Lent's personal cell phone.

30. To date, the Foundation has spent \$19,059.51 on this forensic examination, including monies spent to attempt to preserve and restore as much of the deleted data as possible. The investigation and preservation attempts are ongoing, and expected to continue, in that Van Lent has still not provided the Foundation with all the information and device access it needs to audit Van Lent's possession of Foundation materials.

The Foundation Attempted Repeatedly to Resolve this Matter Amicably

31. As the Foundation began to uncover Van Lent's infractions, it sought to resolve this situation amiably. In a first call with the Foundation, Van Lent categorically denied accessing or downloading any confidential Foundation materials, even when notified that the Foundation's forensic review showed otherwise.

32. On March 17, 2022, the Foundation sent Van Lent a follow up letter providing specific detail on the downloading and deletion of documents performed in and by Van Lent's user accounts, using his VPN connection, and/or utilizing an IP address connected with his home. The letter requested Van Lent to, by March 21, 2022, (1) identify the Foundation documents that he had destroyed since January 2022, (2) collect and return any Foundation documents, (3) collect and return all Foundation data, documents, property and other materials in his possession, custody and control, (4) provide all credentials necessary for the Foundation to access certain Foundation

hardware and cloud storage accounts used for Foundation business purposes, (5) provide for inspection any storage drives in his possession, custody and control that were issued or paid for by the Foundation, or could have been used to store Foundation documents, (5) identify and describe the disposition / destruction of any Foundation materials that he disposed of or destroyed, (6) certify that he had not made available, sold, or disclosed any Foundation confidential information to any third party, and (7) certify that he had not and would not use any Foundation confidential information without express prior written permission of the Foundation. The letter was sent via electronic mail to Van Lent's personal email address and a physical copy was sent through Federal Express with signature confirmation. Van Lent did not respond by the deadline.

33. On March 24, 2022, days after the deadline set in the letter, Van Lent responded by email to the letter, suggesting he might be able to comply with some of the requests in the letter, but not all of them.

34. On March 25, 2022, the Foundation held another call with Van Lent to reiterate the Foundation's requirements as set forth in the letter. Van Lent admitted destroying materials and retaining copies of his computer and other materials, but did not agree to provide all the information, devices, and assurances that the Foundation requested. He agreed to return his work-issued iPhone and an external hard drive that he said was a copy of the Foundation-issued computer he had used at work, and which he suggested had been made shortly before he reset that computer to factory settings and returned it.

35. On or about March 28, 2022, Van Lent returned to the Foundation one of the two hard drives he admitted copying Foundation files to. The Foundation was expecting to receive a Western Digital "My Passport" external hard drive because a forensic review had linked that device with Van Lent's account activity. Instead, the Foundation received a Seagate external hard

drive. An initial review of that returned hard drive indicated that its contents had been created on March 11, 2022, after Van Lent's employment ended and after he returned the two Foundation-issued MacBook Pro computers to the Foundation. This indicates that Van Lent copied the Foundation data to *yet another* electronic storage device or location before moving it to the hard drive that he returned on March 28, 2022. But Van Lent has not identified that other storage device or location or provided it to the Foundation.

36. On or about March 28, 2022, Van Lent returned a Foundation-issued cell phone, but it was non-functional.

37. On or about March 28, 2022, Van Lent admitted he had a Western Digital hard drive but claimed it was no longer in his possession because he "gave it to a colleague." Van Lent would not identify the colleague.

38. On or about March 30, 2022, Van Lent cooperated in resetting the password for the Foundation's iCloud account in the name of tvanlent@evergladesfoundation.org. An initial review by the forensic investigator determined that at least three (3) MacBook computers were associated with the account but none of those were the computers he returned to the Foundation.

39. On or about March 30, 2022, the Foundation, through counsel, requested compliance from Van Lent by the end of the day on March 31, 2022. Van Lent did not respond by the new deadline.

40. On or about April 1, 2022, Van Lent, through counsel, sent the Foundation a letter with excuses for non-compliance. That same day, the Foundation, through counsel, provided Van Lent with another opportunity to provide the materials, information, and assurances sought, extending the deadline until approximately 7:00 p.m. on Sunday, April 3, 2022. Van Lent did not do so.

41. On or around April 4, 2022, the forensic examination of the hard drive returned by Van Lent on March 28, 2022 uncovered more evidence that Van Lent had connected multiple other electronic storage devices to the Foundation-issued MacBook Pro before his Foundation employment ended. One of these devices was a LaCie hard drive with a volume name “Backups of Tom’s MacBook(2).” None of these devices have been identified or provided to the Foundation for inspection.

42. The Foundation did not want to have to take this step of filing suit against Van Lent. As detailed above, the Foundation has tried repeatedly to explain to Van Lent the gravity of this situation, the seriousness of his misconduct, and the expansive scope of the harm he has inflicted on the Foundation, all in an effort to get back the Foundation’s information that Van Lent wrongfully took and destroyed, and ensure it will not be misused. But Van Lent still has not responded fully to the Foundation’s requests, leaving the Foundation no choice but to seek the Court’s intervention.

COUNT I

Breach of Contract

43. The Foundation realleges and incorporates each and every allegation of the foregoing paragraphs as though fully set forth herein.

44. As a condition of his work for the Foundation, Van Lent entered into a valid and enforceable written contract with the Foundation when he signed the Foundation’s Employee Manual. Under the terms of the Agreement, Van Lent agreed that upon his separation from the Foundation, or at any time so requested by the Foundation, he would deliver all original or copies of work developed while at the Foundation back to the Foundation, including any works which relate to or contain confidential information and trade secrets. Under the Agreement, Van Lent

also agreed that on his termination, he would return all Foundation-owned computers, mobile phones, electronic devices, and other property to certain Foundation staff on or prior to the last workday and demonstrate removal of all company data from any personal devices.

45. The Foundation has fully performed or tendered all performance required under the Agreement.

46. Van Lent breached the Agreement by failing to deliver to the Foundation upon his separation all originals and copies of his work developed while at the Foundation.

47. Van Lent breached the Agreement by destroying all the documents on his Foundation-issued computer upon his separation rather than returning them to the Foundation.

48. Van Lent breached the Agreement by retaining in his possession a backup copy of the files from that Foundation-issued computer rather than returning those to the Foundation on his separation.

49. Van Lent breached the Agreement by destroying thousands of documents on the Alligator and Osprey servers and not delivering copies of those materials to the Foundation on his separation.

50. Van Lent breached the Agreement by retaining in his possession and failing to turn over to the Foundation a Western Digital hard drive and failing to present for inspection other devices on which he copied Foundation documents.

51. Van Lent breached the Agreement by retaining in his possession and failing to return a Foundation-issued cell phone on his separation. The cell phone has recently been returned but is non-functional, and unusable by the Foundation.

52. Van Lent breached the Agreement by failing to turn over to the Foundation the iCloud account in the username of tvantent@evergladesfoundation.org, and any necessary

credentials to access that account.

53. Van Lent breached the Agreement by failing to turn over necessary credentials for the Foundation to access a Foundation-issued MacBook Pro computer, thereby rendering all documents on that computer, and the computer itself, unusable by the Foundation.

54. As a direct and proximate result of Van Lent's breaches, the Foundation has been damaged, and is likely to continue to be damaged, including by damage to the Foundation's reputation, loss of goodwill, and costs incurred by the Foundation in investigating and rectifying Defendant's misconduct. The Foundation is entitled to all damages it has sustained or will sustain by reason of Defendant's conduct and all profits derived by Defendant from such conduct, in amounts to be proven at trial, and other equitable relief.

55. Van Lent's actions have caused and will continue to cause the Foundation irreparable harm if not temporarily and permanently enjoined. This irreparable harm outweighs any potential injury to Van Lent and injunctive relief will serve the public interest.

56. The Foundation is entitled to specific performance.

57. The Foundation has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor against Defendant on this Count and Grant the following relief:

A. A Temporary Injunction requiring Defendant to (1) cease all use or disclosure of the Foundation's confidential and proprietary information, including trade secrets; (2) return to the Foundation all materials Defendant took from the Foundation; (3) cease use and deletion of any materials on any computer equipment or in any cloud storage account in Defendant's possession, custody or control, and provide all such computer equipment or cloud storage accounts to the Foundation for inspection; and (4) provide the Western Digital, LaCie, and any other drives on

which any Foundation materials exist to the Foundation for inspection.

B. A Permanent Injunction requiring Defendant not to use, make available, sell, disclose, or otherwise communicate to any third party any confidential or proprietary information, including trade secrets, of the Foundation.

C. An award to Plaintiff of damages it has sustained or will sustain by reason of Defendant's conduct and all profits derived by Defendant from such conduct;

D. Prejudgment and post-judgment interest; and

E. All such further and additional relief, in law or in equity, to which Plaintiff may be entitled or which the Court deems just and proper.

COUNT II

Common Law Conversion

58. The Foundation realleges and incorporates each and every allegation of the foregoing paragraphs as though fully set forth herein.

59. Van Lent deprived the Foundation of its proprietary business information and valuable property when he wrongfully took, deleted, and destroyed thousands of electronic files and folders belonging to the Foundation, without the Foundation's knowledge or permission.

60. Van Lent deprived the Foundation of its valuable property when he failed to return certain computer storage devices belonging to the Foundation and failed to provide access credentials to another Foundation computing device that rendered that device unusable.

61. The Foundation has repeatedly informed Van Lent that these takings and destruction of Foundation property were wrongful and demanded the return of the property (or credentials that would render the property usable). Van Lent failed to do so.

62. The property wrongfully converted included materials that Van Lent created under his employment agreement as works for hire, materials that he was paid an annual salary over 17 years of employment to create for the Foundation. The materials converted included materials created by other Foundation employees, also paid for by the Foundation, which all belong to and were in rightful possession by the Foundation. The materials converted also included computers and computer storage devices.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor against Defendant on this Count and Grant the following relief:

- A. A Permanent Injunction requiring Defendant not to use, make available, sell, disclose, or otherwise communicate to any third party any proprietary business information and valuable property he took from the Foundation.
- B. An award to Plaintiff of damages it has sustained or will sustain by reason of Defendant's conduct and all profits derived by Defendant from such conduct;
- C. Prejudgment and post-judgment interest; and
- D. All such further and additional relief, in law or in equity, to which Plaintiff may be entitled or which the Court deems just and proper.

COUNT III

Misappropriation of Trade Secrets Under the Florida Uniform Trade Secrets Act, Fla.

Stat. § 688.001 et seq.

63. The Foundation realleges and incorporates each and every allegation of the foregoing paragraphs as though fully set forth herein.

64. The Foundation documents taken, downloaded, and destroyed by Van Lent contain

the Foundation's trade secrets, including those outlined above.

65. The Foundation's trade secrets qualify as trade secrets under the Florida Uniform Trade Secrets Act, Fla. Stat. § 688.001 et seq. As detailed above, this information is not generally known or readily accessible to third parties, as the Foundation takes reasonable measures to ensure the protection and secrecy of its trade secrets.

66. The Foundation's trade secrets have independent economic value from not being generally known to and not being readily ascertainable to third parties, as detailed above.

67. Van Lent misappropriated the Foundation's trade secrets in violation of Fla. Stat. § 688.001 et seq. by knowingly taking, downloading, or destroying them as he departed his employment with the Foundation, when he lacked express authorization from the Foundation or a bona fide business purpose relating to his Foundation employment to do so.

68. Van Lent engaged in the foregoing acts with the intent to convert the Foundation's trade secrets for his own unfair commercial advantage and economic benefit and/or the economic benefit of a future employer and knowing such acts would injure the Foundation.

69. As a direct and proximate result of Van Lent's misappropriation, the Foundation has been damaged, and is likely to continue to be damaged, including by damage to the Foundation's reputation, loss of goodwill, and costs incurred by the Foundation in investigating and rectifying Defendant's misconduct. The Foundation is entitled to all damages it has sustained or will sustain by reason of Defendant's conduct and all profits derived by Defendant from such conduct, in amounts to be proven at trial, and other equitable relief.

70. Van Lent's misappropriation was knowing, willful, malicious, and undertaken for his own financial gain, and therefore the Foundation is entitled to exemplary damages and reasonable attorney's fees and costs.

71. Van Lent's actions have caused and will continue to cause the Foundation irreparable harm if not temporarily and permanently enjoined. This irreparable harm outweighs any potential injury to Van Lent and injunctive relief will serve the public interest.

72. The Foundation has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor against Defendant on this Count and Grant the following relief:

A. A Temporary Injunction requiring Defendant to (1) cease all use or disclosure of the Foundation's trade secrets; (2) return to the Foundation all trade secret materials Defendant took from the Foundation; (3) cease use and deletion of any materials on any computer equipment or in any cloud storage account in Defendant's possession, custody or control, and provide all such computer equipment or cloud storage accounts to the Foundation for inspection; and (4) provide the Western Digital, LaCie, and any other drives on which any Foundation materials exist to the Foundation for inspection.

B. A Permanent Injunction requiring Defendant not to use, make available, sell, disclose, or otherwise communicate to any third party any trade secrets of the Foundation.

C. An award to Plaintiff of damages it has sustained or will sustain by reason of Defendant's conduct and all profits derived by Defendant from such conduct;

D. Reasonable attorneys' fees and costs;

E. Prejudgment and post-judgment interest; and

F. All such further and additional relief, in law or in equity, to which Plaintiff may be entitled or which the Court deems just and proper.

JURY DEMAND

The Everglades Foundation hereby demands trial by jury on all issues and claims so triable.

Dated: April 6, 2022

Respectfully submitted,

/s/ Erin Jones

Erin Jones (Florida Bar No. 1028745)

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