

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

Global e-Trading, LLC, dba
Chargebacks911,

Plaintiff,

v.

CASE NO.

Synergy Teleservices Corporation,
dba SynerG Marketing; and
Transactional Technology, Inc.,
dba MidMetrics,

Defendants.

_____ /

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, Global e-Trading, LLC, dba Chargebacks911 (“Global” or “CB911”), sues Defendants, Transactional Technology, Inc., dba MidMetrics (“MidMetrics”) and Synergy Teleservices Corporation, dba SynerG Marketing (“SynerG”) and alleges:

INTRODUCTION

1. This action arises from a conspiratorial plan of Defendants to misappropriate Global’s trade secrets and engage in unfair competition with Global in the dispute and chargeback risk mitigation and chargeback management industry.

2. First, in violation of the terms of the Managed Services Agreement entered into between SynerG, as customer, and Global, as provider (detailed *infra*), Synergy, directly or indirectly in concert with MidMetrics, as early as April 2020, violated the terms of certain restrictive covenants in that agreement to unfairly compete with Global in the dispute and chargeback risk mitigation and chargeback management industry.

3. Second, in furtherance of this conspiratorial plan, Defendants recruited and hired Faisal Sheikh Mohammad (“Faisal”). Faisal was a trusted and high-level employee of over eight years at Tandem Data Processing Private Limited (“TDP”), an affiliate of Global. Due to the high-level position held by Faisal, he was entrusted with Global’s confidential information, proprietary information, and trade secrets.

4. Over the course of 79 days, between July 20, 2022 and October 7, 2022, Defendants conspired with each other and Faisal to hire Faisal away from TDP, to steal Global’s confidential information, proprietary information, and trade secrets for the business benefit of Defendants and to unfairly compete with Global, all to the on-going detriment and damages of Global.

PARTIES, JURISDICTION, AND VENUE

5. Plaintiff, Global e-Trading, LLC, is a Florida limited liability company with its principal place of business and headquarters at 18167 U.S. Highway 19

North, Clearwater, Florida 33764, and doing business under a number of names, including CB911 and Chargebacks911.

6. Defendant, Transactional Technology, Inc., dba MidMetrics, is a California corporation which, until February 18, 2022, was registered to do business in Florida.

7. Until February 18, 2022, MidMetrics Principal Address was identified as 2493 Andros Lane, Fort Lauderdale, Florida 33312 with the Florida Division of Corporations.

8. Defendant, Synergy Teleservices Corporation, dba SynerG Marketing is a California corporation, registered to do business in Florida.

9. SynerG's Principal Address is 2493 Andros Lane, Fort Lauderdale, Florida 33312, and its Mailing Address is 350 E. Street, Santa Rosa, California with the Florida Division of Corporations.

10. Ronald Allen, III ("Allen") serves as President of both MidMetrics and SynerG.

11. Anastacia "Stacy" Bransfield ("Bransfield") serves as Manager for both MidMetrics and SynerG.

Subject Matter Jurisdiction

12. The Court has subject matter jurisdiction over Counts I and II pursuant to 28 U.S.C. § 1331 because these counts arise under the laws of the

United States, specifically the Defend Trade Secrets Act 18 U.S.C. § 1836 *et seq.*,

13. The Court also has diversity jurisdiction over all claims asserted in this Complaint pursuant to 28 U.S.C. § 1332(a)(1) because Plaintiff and Defendants are citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

Personal Jurisdiction and Venue

14. The Court has personal jurisdiction over Defendant, SynerG, pursuant to §48.193(1)(a)1, Florida Statutes, as it “operate[s], conduct[s], engage[s] in, or carr[ies] on a business or business venture in this state, including having an office or agency in” Florida, out of which these causes of action arise.

15. The Court has personal jurisdiction over Defendants, SynerG and MidMetrics, pursuant to §48.193(1)(a)6, Florida Statutes, as they each individually or together caused “injury to persons or property within [Florida] arising out of an act or omission by the defendant outside [Florida]” while engaged in service activities within Florida.

16. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(1) as to both Defendants because, having subjected themselves to personal jurisdiction in this judicial district, they are deemed to reside in this judicial district (see 28 U.S.C. § 1391(c)), and pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the property that is the subject of the action is situated in this judicial district.

17. Venue is also proper in this district as to SynerG pursuant to the forum selection clause in the Managed Services Agreement with Global (detailed *infra*).

18. All conditions precedent to this action have occurred, have been satisfied, or are waived.

19. Global has retained the law firm of Shumaker, Loop & Kendrick, LLP, and is obligated to pay reasonable attorneys' fees and costs for their services in this matter.

BACKGROUND FACTS

20. Global operates within the Financial Data Processing, Hosting, and Related Services industry. It was incorporated in 2011 and its headquarters are located at 18167 U.S. Highway 19 North, Clearwater, Florida 33764.

21. Global, dba Chargebacks911, is specifically a dispute and chargeback risk mitigation and chargeback management firm, specializing in friendly fraud remediation and loss recovery through representment services, which are trade secrets. The company challenges standard conventions regarding dispute and risk mitigation by confronting industry issues that other service providers are unequipped to deal with.

22. Global does so through the use of highly confidential, proprietary, trade secret, unique software paired with specific processes and procedures it has

invested enormous sums of money to invent, create and develop, and which are maintained in the highest confidence.

23. All of Global's solutions are customized to the unique needs of each business client and Global helps these clients, which consist primarily of merchants, to reduce friendly fraud, decrease financial losses, increase revenue retention, ensure longevity, and improve customer retention.

24. Global's exclusive data-driven platform provides true end-to-end chargeback prevention and remediation technology and constitutes Global's proprietary, confidential information and trade secrets.

25. "Friendly fraud" describes the process of a consumer engaging in first-party fraud, whether accidentally or intentionally. When a customer responds to an unsatisfactory purchase by skipping over the merchant to receive a refund directly from their bank, that customer is engaged in friendly fraud.

26. A chargeback – also called a "reversal" – is the return of credit card funds used to make a purchase to the buyer. A chargeback can occur if a consumer disputes a purchase made using their credit card, claiming that it was fraudulent or made without their knowledge or permission.

27. Global engages affiliated companies around the world to process its customers' data related to the investigation and remediation of disputes and chargebacks.

28. The affiliated companies are engaged pursuant to written Outsourcing Agreements which provide such affiliates with access to Global's proprietary data-driven chargeback prevention and remediation technology platforms, while maintaining the highly confidential nature of its unique technology and trade secrets.

29. One such affiliate is Tandem Data Processing Private Limited ("TDP") out of Noida, India, which serves as a Business Process Outsourcing ("BPO") firm for Global.

30. All of TDP's work is related to the business Global conducts under the name of Chargebacks911.

31. Pursuant to an outsourcing agreement entered into between TDP and Global (the "Outsourcing Agreement"), TDP has a duty to maintain the confidentiality of all proprietary information and materials provided to it by Global, which specifically include, but are not limited to Global's trade secrets, customer information, proprietary systems and technology, and operating procedures.

32. Under the terms of the Outsourcing Agreement, TDP is only permitted to use Global's Confidential Information solely for the purposes set forth in the Outsourcing Agreement.

33. Pursuant to the Outsourcing Agreement, TDP is required have all of

its officers, employees, agents and consultants who may have access to Global's Confidential Information execute confidentiality and non-disclosure agreements.

34. In order to preserve the integrity and confidentiality of Global's Confidential Information, TDP takes a number of steps, including, but not limited to:

- a) "Silo"ing employees in "verticals", by delegating different tasks for the same project to different employees, and precluding the employees from sharing or discussing information about other employees' tasks outside of their assigned "verticals";
- b) Programming TDP issued desktop and laptop computers to prevent employees from downloading data to flash drives, external hard drives or other peripherals;
- c) Not sharing clients' names with employees below a certain level of authority;
- d) Restricting and monitoring employees access to the internet; and
- e) Requiring all employees to sign confidentiality agreements as a condition of employment.

35. Faisal Sheikh Mohammad ("Faisal") served as Operations Manager for TDP from August 2014 until October 7, 2022.

36. As Operations Manager Faisal was the second most senior employee at TDP.

37. Faisal was assigned responsibility to, and did, service the Global/Chargebacks911 account from August 15, 2014 to October 7, 2022, providing chargebacks management, dispute resolution and merchant dispute mitigation services for Global/Chargebacks911 and its customers.

38. Specifically Faisal was responsible for TDP's chargeback case processing vertical and supervised fifty employees in this vertical.

39. Faisal signed an Offer Letter with TDP, dated August 15, 2014, under which he agreed to maintain the confidentiality of TDP's confidential business information and trade secrets, and which prohibited him from "participat[ing], whether directly or indirectly, in any business competitive to the business of TDP" during his employment. A true and accurate copy of the Offer Letter signed between Faisal and TDP is attached hereto as Exhibit "A" and incorporated herein by reference.

40. On November 9, 2014, Faisal signed an Appointment Letter, under which he was appointed to the position of Manager with TDP. The Appointment Letter also required Faisal to maintain the confidentiality of TDP's confidential business information and trade secrets, and a requirement that he not compete with TDP during his employment and for five years thereafter. A true and accurate

copy of the Appointment Letter signed between Faisal and TDP is attached hereto as Exhibit "B" and incorporated herein by reference.

41. Per the November 9, 2014 Appointment Letter, Faisal also agreed to treat all information of TDP's clients information as confidential and take extraordinary care in maintaining its utmost secrecy.

42. On July 20, 2022, Faisal responded to a request to connect from Bransfield, via LinkedIn.

43. Bransfield's LinkedIn account lists her as "Co-founder at Midmetrics.com" and "President and CEO" for MidMetrics from January 2019 to Present.

44. Additionally, her LinkedIn account lists her as "Co-founder" for Midmetrics.io from January 2018 to July 2021.

45. Per the LinkedIn page, midmetrics.io's mailing address is the same as the principal address of MidMetrics and SynerG.

46. Although not shown on LinkedIn, Bransfield previously served as "SVP Marketing" for Defendant, SynerG, when it was a customer of Global pursuant to that certain Managed Services Agreement, dated as of December 16, 2015 ("MSA"), under which Bransfield was the principal contact with Global. A true and accurate copy of the MSA is attached hereto as Exhibit "C" and incorporated herein by reference.

47. The service provider/customer relationship between SynerG and Global ended sometime in 2018.

48. On July 20, 2022 Faisal's LinkedIn account identified that he was associated with Chargebacks911.

49. On July 29, 2022, Bransfield again contacted Faisal via LinkedIn in connection with MidMetrics' purported desire to expand its dispute team and her request for possible employee recommendations.

50. Bransfield immediately followed up with an inquiry into whether Faisal would be interested, to which Faisal responded that he "would be keen and interested."

51. On August 2, 2022, Faisal created a spreadsheet identifying Global's active and suspended chargeback clients and their monthly volumes.

52. The identity of Global's chargeback clients and their monthly volumes is confidential proprietary information belonging to Global.

53. To create the spreadsheet Faisal would have necessarily accessed and consolidated information from multiple TDP internal sources outside of his particular vertical(s).

54. The creation of a spreadsheet identifying Global's chargeback clients and monthly volumes was unequivocally not part of Faisal's job duties as Operations Manager.

55. At TDP, clients are referred to internally by unique reference codes and there is no legitimate business reason for Faial to combine these reference codes with client names, work volumes or current status and then save this information as “Personal analysis cb data.”

56. The spreadsheet detailing the confidential identities and volumes of Global’s customers would enable a competitor like MidMetrics or SynerG to identify and target Global’s most valuable customers.

57. Over the ensuing several weeks, Faisal and Bransfield continued to communicate regarding the prospect of Faisal being hired, culminating in Bransfield sending Faisal a contract on August 13, 2022.

58. Upon information and belief, the “contract” forwarded to Faisal by Bransfield was an Independent Contractor Service Agreement, Confidentiality Agreement and Intellectual Property Assignment (“SynerG Agreement”). A true and accurate copy of the unsigned SynerG Agreement, dated as of August 18, 2022, is attached hereto as Exhibit “D” and incorporated herein by reference.

59. The SynerG Agreement was to be executed by Bransfield as a Manager and Chief Marketing Officer of SynerG.

60. Per the terms of the SynerG Agreement, Faisal was to be directly supervised by Bransfield.

61. Per the terms of the SynerG Agreement, SynerG is “engaged in the

highly competitive business of loyalty programs, compliance solutions and chargeback management, including but not limited to chargeback prevention, analytics, representments and fraud prevention,..."

62. Per the terms of the SynerG Agreement Faisal's duties at SynerG were to include:

- a. Improving SynerG's representment platform and associated processes;
- b. Edit and improve SynerG's dispute templates and requirements;
- c. Develop processor and acquirer dispute contact information; and
- d. Creating workflows for a comprehensive dispute process for SynerG.

63. On August 19, 2022, Faisal shared with Bransfield over LinkedIn how a dispute management system ("DMS") correctly assesses a "win ratio."

64. On August 22, 2022, Faisal contacted an employee of a Global UK affiliate seeking Global's trade secret information on the processor process flow for representment of chargebacks in connection with his efforts to build an internal threat control system for MidMetrics and/or SynerG.

65. Faisal did not require this information for his job duties as Operations Manager for TDP and would not have been privy to this information; therefore, he could only have obtained it from other TDP employees outside of his vertical(s).

66. The information Faisal requested is directly related to the services to

be provided by him pursuant to the SynerG Agreement, including “creating workflows for a comprehensive dispute process for SynerG.”

67. The requested information would enable or assist a competitor like MidMetrics or SynerG to unfairly build a system competitive to Global.

68. On August 29, 2022, Faisal messaged Bransfield – “Have shared the signed copies. Lets [sic] speak on further course of action.”

69. On August 31, 2022, Faisal logged into Global’s Faxage portal which contains confidential information of Global’s on how the chargeback data is extracted and communicated from the e-fax portal.

70. Faisal did not require this information for his job duties as Operations Manager for TDP.

71. The requested information would enable or assist a competitor like MidMetrics or SynerG to unfairly build a system competitive to Global.

72. On September 7, 2022, Faisal provided his informal resignation to TDP which, per the terms of the Appointment Letter, made the effective date of his resignation October 7, 2022.

73. Notwithstanding the fact that he was still employed by TDP, over the next 30 days, Faisal took numerous actions contrary to Global’s interests and violative of the restrictive covenants in his agreements with TDP.

74. On September 14, 2022, Faisal sent Bransfield a LinkedIn message and

revealed confidential information that “one of [Global’s] highest revenue client [sic] is adult entertainment....”

75. On September 14, 2022 Faisal received a payment from MidMetrics in the amount of \$1,177.00.

76. On September 19, 2022 Faisal received a payment from MidMetrics in the amount of \$860.00.

77. On or about September 28, 2022, Faisal, for the benefit of Defendants, recorded on his TDP laptop a video titled FYI.wmv, containing Global’s most valuable trade secret information, an end-to-end screen recording of Global’s representment process.

78. Faisal was taking personal leave from TDP at the time due to what he stated was a demise in his family, but at the same time he then uploaded the FYI.wmv video containing Global’s trade secret to his personal Google Drive.

79. The creation of this video was not required for Faisal’s job duties as Operations Manager of TDP.

80. The uploaded FYI.wmv video would enable a competitor like MidMetrics or SynerG to unfairly compete with Global.

81. The FYI.wmv video shows all facets of Global’s representment process including how it creates the representment, what assets are used for the representment, how to monitor and control volumes and how Global generates

the representments.

82. The information taken by Faisal in the FYI.wmv is directly related to the services to be provided by Faisal pursuant to the SynerG Agreement, including “improvement of the representment platform and associated processes” and “improve dispute templates.”

83. On September 29, 2022, Faisal telephoned a junior colleague at TDP and requested Global’s chargeback Alerts Audit file.

84. The requested information was received by Faisal over TDP email and he acknowledged receipt of the data by reply email.

85. Faisal did not require this information for his job duties as Operations Manager for TDP.

86. The chargeback Alerts Audit file of Global would permit a competitor like MidMetrics or SynerG to unfairly compete with Global.

87. Faisal’s last date of employment with TDP was October 7, 2022.

88. Upon termination, Faisal returned his company laptop to TDP after unsuccessfully attempting to wipe its memory.

89. After returning his laptop to TDP, Faisal asked for its temporary return allegedly so he could look at his personal folder; however, TDP denied this request.

90. On October 15, 2022, Faisal called a TDP employee and told him, that

Faisal and the company he joined after leaving TDP (presumably MidMetrics or SynerG) were forming a business to compete with Global's operations.

91. Faisal told the TDP employee that they were in the process of hiring three software developers for the competing business.

92. Faisal told the TDP employee that he had discussed the competing business with other TDP employees.

93. Faisal then asked the TDP employee to share any information he heard at TDP about Faisal's competitive activities.

94. On October 13, 2022, Global sent a cease-and-desist letter to Bransfield/MidMetrics regarding MidMetrics' recruitment/hiring of Faisal and Faisal's disclosure of Global's trade secrets to MidMetrics.

95. On October 14, 2022, legal counsel for MidMetrics contacted Global and, inter alia, acknowledged that he was "aware of the hiring of Faisal Sheikh by MidMetrics ..."

96. On October 19, 2022, Faisal again called the TDP employee.

97. On this call Faisal notified the TDP employee that he and the company he had joined (presumably MidMetrics or SynerG) were doing chargebacks and that MidMetrics had received cease and desist letters from Global.

98. Faisal told the TDP employee that the attorneys for the company he

had joined had handled the matter.

99. Faisal again asked the employee to share any information he heard at TDP about Faisal's competitive activities.

COUNT I
[Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*]
[As to MidMetrics]

100. Global realleges paragraphs 1 through 99 as if fully set forth in this Count.

101. This is an action for injunctive relief and damages against MidMetrics for misappropriation of trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*

102. Global possessed confidential information and trade secret information, including but not limited to client lists, the FYI.wmv video and other information and data, and took reasonable steps to protect its secrecy, including, but not limited to, restricting access to such information, and requiring Global affiliates and their employees, such as TDP and Faisal, to sign Outsourcing Agreements and related documents that include, *inter alia*, confidentiality agreements.

103. Global's confidential information and trade secrets derive independent economic value, actual and 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.

104. Faisal obtained Global's confidential information and trade secrets under circumstances giving rise to a duty to maintain the secrecy of the Confidential Information or limit its use, including through contractual and other business relationships.

105. Faisal used his position with TDP to steal, and disclose to MidMetrics, Global's confidential information and trade secrets.

106. MidMetrics had reason to know that such confidential information and trade secrets were obtained by Faisal notwithstanding his duty to maintain its secrecy.

107. MidMetrics wrongfully acquired the confidential information from Faisal, who had an obligation, contractual and otherwise, to maintain the confidentiality of such information.

108. MidMetrics made unauthorized use of Global's confidential information and trade secrets, or may do so in the immediate future, by establishing a chargeback representment model identical or significantly similar to Global's for purposes of unfairly competing with Global.

109. As a direct and proximate result of MidMetrics' willful and malicious misappropriation of Global's trade secrets and confidential information, Global has suffered damages.

110. Unless MidMetrics is enjoined by this Court from engaging in the wrongful conduct described herein, Global will suffer irreparable harm for which it lacks an adequate remedy at law.

111. Global has been and is likely to continue to be substantially and irreparably injured in its business, customer relationships, goodwill, and other proprietary interests, and the threat of continued injury to its business, customer relationships, goodwill, and other proprietary interests outweighs any harm the issuance of an injunction may inflict upon MidMetrics.

112. Entry of an injunction is necessary to protect Global's intellectual property rights, including but not limited to its customer lists, trade secrets, and other confidential information.

113. Global has a substantial likelihood of success on the merits of its claims.

114. The Court's entry of the requested injunction will serve the public interest by preventing MidMetrics from profiting from the unauthorized use of a competitor's trade secrets and protecting Global's intellectual property rights, including but not limited to its customer lists, trade secrets, and other confidential information.

WHEREFORE, to protect Global's intellectual property rights, including but not limited to its customer lists, trade secrets, and other confidential information,

Plaintiff, Global e-Trading, LLC demands judgment against Defendant, Transactional Technology, Inc., dba MidMetrics:

- (a) preliminarily and permanently enjoining MidMetrics, its officers, members, agents, servants, employees, and attorneys, and all persons or entities in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, from misappropriating or otherwise making unauthorized use or disclosure of Global's trade secrets and confidential information, including, but not limited to FYI.wmv and client lists;
- (b) damages in an amount to be proved at trial, including unjust enrichment and exemplary damages, together with interest, costs, and attorneys' fees to which Global is entitled; and
- (c) Granting any and all other relief which Global may be entitled at law or in equity.

COUNT II

[Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*]

[As to SynerG]

115. Global realleges paragraphs 1 through 99 as if fully set forth in this Count.

116. This is an action for injunctive relief and damages against SynerG for misappropriation of trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*

117. Global possessed confidential information and trade secret information, including but not limited to client lists, the FYI.wmv video and other information and data, and took reasonable steps to protect its secrecy, including, but not limited to, restricting access to such information and requiring Global affiliates and their employees, such as TDP and Faisal, to sign Outsourcing

Agreements and related documents that include, *inter alia*, confidentiality agreements.

118. Global's confidential information and trade secrets derive independent economic value, actual and 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.

119. Faisal obtained Global's confidential information and trade secrets under circumstances giving rise to a duty to maintain the secrecy of the Confidential Information or limit its use, including through contractual and other business relationships.

120. Faisal used his position with TDP to steal, and disclose to SynerG, Global's confidential information and trade secrets.

121. SynerG had reason to know that such confidential information and trade secrets were obtained by Faisal notwithstanding his duty to maintain its secrecy.

122. SynerG wrongfully acquired the confidential information from Faisal, who had an obligation, contractual and otherwise, to maintain the confidentiality of such information.

123. SynerG has made unauthorized disclosure and use of Global's confidential information and trade secrets, or may do so in the immediate future,

by establishing a representment model identical to Global's for purposes of unfairly competing with Global.

124. As a direct and proximate result of SynerG's willful and malicious misappropriation of Global's trade secrets and confidential information, Global has suffered damages.

125. Unless SynerG is enjoined by this Court from engaging in the wrongful conduct described herein, Global will suffer irreparable harm for which it lacks an adequate remedy at law.

126. Global has been and is likely to continue to be substantially and irreparably injured in its business, customer relationships, goodwill, and other proprietary interests, and the threat of continued injury to its business, customer relationships, goodwill, and other proprietary interests outweighs any harm the issuance of an injunction may inflict upon SynerG.

127. Entry of an injunction is necessary to protect Global's intellectual property rights, including but not limited to its customer lists, trade secrets, and other confidential information.

128. Global has a substantial likelihood of success on the merits of its claims.

129. The Court's entry of the requested injunction will serve the public interest by preventing SynerG from profiting from the unauthorized use of a

competitor's trade secrets and protecting Global's intellectual property rights, including but not limited to its customer lists, trade secrets, and other confidential information.

WHEREFORE, to protect Global's intellectual property rights, including but not limited to its customer lists, trade secrets, and other confidential information, Plaintiff, Global e-Trading, LLC demands judgment against Defendant, Synergy Teleservices Corporation, dba SynerG Marketing:

- (a) preliminarily and permanently enjoining SynerG, its officers, agents, servants, employees, and attorneys, and all persons or entities in active concert or participation with them who receive actual notice of the injunction by personal service or otherwise, from misappropriating or otherwise making unauthorized use or disclosure of Global's trade secrets and confidential information, including, but not limited to FYI.wmv and client lists;
- (b) damages in an amount to be proved at trial, including unjust enrichment and exemplary damages, together with interest, costs, and attorneys' fees to which Global is entitled; and
- (c) Granting any and all other relief which Global may be entitled at law or in equity.

COUNT III
[Civil Conspiracy]
[As to Both Defendants]

130. Global realleges paragraphs 1 through 99 as if fully set forth in this Count.

131. MidMetrics and SynerG are parties to a civil conspiracy, together with unnamed conspirator, Faisal.

132. MidMetrics, SynerG and Faisal conspired to commit an unlawful act or to do a lawful act by unlawful means.

133. More specifically, MidMetrics, SynerG and Faisal committed several overt acts in furtherance of their conspiracy, including but not limited to the following:

- a. Misappropriation of Global's confidential, proprietary business information and trade secrets, including but not limited to FYI.wmv and detailed customer information; and
- b. Use of Global's confidential, proprietary business information and trade secrets to unfairly compete with Global.

134. The conspiracy and overt acts of MidMetrics, SynerG and Faisal caused Global to suffer damages, including but not limited to lost profits, goodwill and other economic losses, and to suffer irreparable injuries.

135. As co-conspirators, MidMetrics and SynerG are jointly and severally liable for any and all damages incurred by Global as a result of any act or omission in furtherance of this civil conspiracy.

WHEREFORE, Plaintiff, Global e-Trading, LLC demands judgment against Defendants, Transactional Technology, Inc., dba MidMetrics and Synergy Teleservices Corporation, dba SynerG Marketing, jointly and severally, awarding Global any and all damages caused by or arising from the acts of said defendants in furtherance of the civil conspiracy, and all other relief which it may be entitled at law or in equity.

COUNT IV
[Breach of Managed Services Agreement]
[As to SynerG]

136. Global realleges paragraphs 1 through 99 as if fully set forth in this Count.

137. Pursuant to the terms of the MSA, SynerG retained Global to provide certain services related to chargeback reduction, alerts, fraud protection, and/or representations as described in Appendix A to the MSA.

138. Section E of the MSA provides as follows:

E. Non-Circumvention. [Global] retains certain proprietary technology, process, methods, and solutions, including sequencing, along with various third party fraud and technology platforms that ensure the Services to be a comprehensive fraud and risk management platform. Under no circumstances shall [SynerG] or any party related to [SynerG], circumvent, or attempt to circumvent, duplicate, mimic, use, or copy any technology, in whole or in part, that [Global] may utilize in delivering the services hereunder for a period of three (3) years from expiration of the primary term of this Agreement or the last use of the Services provided herein, whichever is longer.

139. Section F of the MSA provides as follows:

F. Non-Solicitation and Non-Competition. [SynerG] shall not, for a period of three (3) years from the termination of this Agreement, directly or indirectly compete with [Global] or utilize or attempt to utilize or duplicate, in whole or in part, any of the services provided to [SynerG] by [Global] for [SynerG]'s own benefit or the benefit of others and shall not solicit or attempt to solicit, on its own behalf or through third

parties, induce or entertain the employment of, or enter into any other agreement, contractual or otherwise, with any of [Global]'s employees, contractors, or agents with whom [Global] has a business relationship.

140. Section G of the MSA, provides, in pertinent part, as follows:

G. Term and Termination. The primary term of this Agreement shall commence upon the Effective Date and extends for a period of three (3) calendar years therefrom, unless terminated prior, subject to the terms of this Agreement, and shall continue from month to month thereafter. Once the primary term has expired, either Party hereto may terminate this Agreement by providing no less than fifteen (15) days written notice to the other Party.

141. Two Addenda to the MSA were entered into by the parties, with Effective Dates of November 14, 2016, and January 31, 2018, neither of which altered the terms of Section E, F or G. True and accurate copies of the Addenda to the MSA are attached hereto as Exhibits "E" and "F" and incorporated herein by reference.

142. SynerG stopped utilizing Global's services under the MSA in July 2018; however, there was no formal termination of the MSA prior to the expiration of the primary term and, accordingly, the MSA terminated as of December 16, 2018.

143. The restrictive covenants provided for in Sections E and F of the MSA continued in effect until at least December 16, 2021.

144. The restrictive covenants in the MSA are supported by adequate consideration and protect Global's legitimate business interests, including but not limited to: (1) its trade secrets; (2) its valuable confidential business information; and (3) its substantial relationships with specific existing and prospective customers and clients.

145. MidMetrics was formed as a California corporation on or about July 17, 2018, with both Allen and Bransfield serving as officers and directors, in essentially identical roles to those they held in SynerG.

146. SynerG, directly or indirectly through MidMetrics (as a related entity) has violated the terms of Sections E and F of the MSA by providing dispute and chargeback risk mitigation and chargeback management services.

147. As early as May 23, 2019, SynerG, directly or indirectly through midmetrics.io (a related entity) was offering "comprehensive Chargeback Prevention platform that integrates and gathers [customers'] processor, gateway and order management data, provides an integrated consumer dispute process amongst Alert providers and provides easy to understand dashboard metrics to break the numbers down for [its customers]". A true and accurate copy of the web page for midmetrics.io as of May 23, 2019, is attached hereto as Exhibit "G" and incorporated herein by reference.

148. Additionally, as early as April 2020, SynerG, directly or indirectly

through MidMetrics (as a related entity), was offering its “All-in-One Chargeback Management Software” portfolio combined with MidMetrics’ “Management Dashboards, In-Depth Analytics Tools, On-Demand Reports, and Integrations” all as described in articles entitled “VMPI is Now Verifi Order Insight® for Merchants” (the “Order Insight® Article”) and “Chargeback Representment: A successful Recipe for Fighting Chargebacks”(the “Chargebacks Article”), posted on the MidMetrics web-page on April 24, 2020, and June 4, 2020. True and accurate copy of the Order Insight® Article and the Chargebacks Article are attached hereto as Exhibits “H” and “I” and incorporated herein by reference.

149. SynerG’s above-described acts of unfair competition, directly or indirectly through MidMetrics (as a related entity), have caused irreparable injury to Global and will continue to cause irreparable injury to Global if SynerG (and/or MidMetrics) is not restrained by this Court from competing unfairly with Plaintiff.

150. Global has no adequate remedy at law.

151. As a result of the above-described intentional and deliberate breach of the MSA by Defendants, Plaintiff is entitled to an injunction and an award of damages.

WHEREFORE, Plaintiff, Global e-Trading, LLC demands judgment against Defendant, Synergy Teleservices Corporation, dba SynerG Marketing, temporarily and permanently enjoining SynerG, and anyone acting in concert with

SynerG, for a period of up to three (3) years from directly or indirectly engaging in any activity that violates the Restrictive Covenants in the MSA; awarding Global any and all damages caused by SynerG's breach of the MSA, awarding Global its costs and attorneys' fees incurred in the prosecution of this action, and such other and further relief as the Court deems equitable and just.

COUNT V
[Tortious Interference With Contractual Relationship]
[As to MidMetrics]

152. Global realleges paragraphs 1 through 99 as if fully set forth in this Count.

153. Global established a contractual and otherwise advantageous business relationship with SynerG.

154. Allen and Bransfield served as officers and directors in both entities.

155. As a related entity to Synergy, MidMetrics knew, actually or constructively, or should have known of SynerG's contractual relationship with Global, including the Restrictive Covenants contained in the MSA.

156. Despite such knowledge or constructive knowledge, MidMetrics intentionally and unjustifiably interfered with Global's contractual relationship with SynerG by providing dispute and chargeback risk mitigation and chargeback management services as early as April 2020, all as described herein in direct contravention of SynerG's contractual obligations to Global and the best interests

of Global, to breach the MSA, including the Restrictive Covenants, and unfairly compete with Global in violation of the MSA and Florida law for MidMetrics' financial gain.

157. As a direct and proximate result of MidMetrics' intentional and unjustified interference with Global's contractual relationship with SynerG and the MSA, Global has suffered and will continue to suffer lost profits and other economic losses and irreparable injuries.

WHEREFORE, Plaintiff, Global e-Trading, LLC demands judgment against Defendant, Transactional Technology, Inc., dba MidMetrics, awarding Global any and all damages caused by MidMetrics' tortious interference with Global's contractual relationship with SynerG, and such other and further relief as the Court deems equitable and just.

Dated: November 28, 2022

Respectfully submitted,

/s/ Thomas M. Wood

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