

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF INDIANA



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CLOUDBUSTERS, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No.:
)	
RYAN TINSLEY, PRACTICE42, LLC,)	
THE LAW OFFICE AUDREY)	
EHRHARDT, PLLC, and AUDREY)	
EHRHARDT,)	
)	
Defendants.)	JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, CLOUDBUSTERS, INC., by and through counsel, Schuyler D. Geller of Burke Costanza & Carberry LLP, alleges and states as follows:

PRELIMINARY STATEMENT

1. Plaintiff, CLOUDBUSTERS, INC., bring this action against Defendant, RYAN TINSLEY, PRACTICE42, LLC, and THE LAW OFFICE OF AUDREY EHRHARDT, PLLC, for violations of the Defend Trade Secrets Act, Indiana Uniform Trade Secret Act, breaches of contract, and tortious interference. Plaintiff also brings suit against Defendants, RYAN TINSLEY and PRACTICE42, LLC, for civil conspiracy. Lastly, Plaintiff alleges violation of the Computer Fraud Abuse Act by Defendant, RYAN TINSLEY.

JURISDICTION

2. This Court has subject matter jurisdiction over this action pursuant to 18 U.S.C. § 1832 *et seq.* and 28 U.S.C. § 1331. This Court also has supplemental jurisdiction over Plaintiff's related claims arising under state and local laws pursuant to 28 U.S.C. § 1367(a).

VENUE

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial amount of the unlawful conduct alleged below was committed in the Northern District of Indiana.

PARTIES

4. Plaintiff, CLOUDBUSTERS, INC. (“Cloudbusters”), is an Indiana corporation with a principal office address located at 891 E. Summit Street, Crown Point, Indiana 46307.

5. Defendant, RYAN TINSLEY (“Tinsley”), is an individual residing at 415 Woodlawn Avenue, Michigan City, Indiana 46360.

6. Defendant, PRACTICE42, LLC (“P42”), is a Florida limited liability company with a principal address located at 6752 W. Gulf to Lake Highway, #328, Crystal River, Florida 34429.

7. Defendant, THE LAW OFFICE OF AUDREY EHRHARDT, PLLC (“Law Office”), is a Florida limited liability company with a principal address located at 6752 W. Gulf to Lake Highway, Suite 332, Crystal River, Florida 34429.

8. Defendant, AUDREY EHRHARDT, is an individual residing in Leon County, Florida and is the Chief Executive Officer of Practice42, LLC and owner of The Law Office of Audrey Ehrhardt, PLLC.

FACTS

A. Cloudbuster’s Business and Protectable Interests

9. Cloudbusters is boutique technology company offering customized information technology (“IT”) services to clients, including, but not limited to, cybersecurity stacks, to serve the needs, requirements, and/or offerings of each client throughout Northwest Indiana and beyond, including Florida.

10. The industry in which Cloudbusters operates is highly competitive.

11. Cloudbusters devotes significant resources, time, and money to secure and maintain its competitive position in the marketplace.

12. Cloudbusters also devotes a significant amount of money and time to develop long-standing customer relationships and goodwill. Those relationships are built on trust and personal interactions with decision makers and could not easily be replicated without a substantial investment of time, effort, and money.

13. In carrying out its business activities, Cloudbusters relies on a broad range of confidential, proprietary, and trade secret business information that is the product of Cloudbusters' time, expertise, and experience. That information includes, without limitation, information necessary to develop pricing and pricing models; to determine and manage costs and margins; to assess and satisfy customers' needs, requirements, and preferences; and to develop and deploy effective business strategies.

14. Also included in its confidential and proprietary information, are Cloudbusters' "cybersecurity stacks," unique and proprietary compositions of tools, technologies, and processes which Cloudbusters' provides to protect its customers' networks, data, and systems from cyber threats.

15. Cloudbusters has refined its cybersecurity stacks outside of customization for each client since 2020, and is constantly developing said stacks to improve security features as needed when certain components are updated and/or modified.

16. Cloudbusters' confidential information derives its value from remaining confidential.

17. Clodbusters takes reasonable efforts to maintain and safeguard the confidentiality of its confidential, proprietary, and trade secret information to a “need to know” basis, utilizing password protected access, and through confidentiality and non-disclosure agreements and policies which forbid the disclosure and misuse of Clodbusters’ confidential information.

B. Tinsley’s Employment and Agreements with Clodbusters.

18. Clodbusters employed Tinsley as an IT Tech, and IT Services Leader, and eventually an IT manager between January 30, 2023, through February 14, 2025

19. On January 30, 2023, Tinsley signed a Noncompete Agreement with Clodbusters, which stated that Tinsley agreed not to compete with Clodbusters for a period of two (2) years within a 50-mile radius of 891 E. Summit Street, Indiana 46307. A copy of the Noncompete Agreement is attached here, made part of, and marked as **Exhibit A**.

20. On January 28, 2025, Tinsley signed a Non-Disclosure Agreement with Clodbusters regarding the latter’s Confidential Information as that term was defined therein. A copy of the Non-Disclosure Agreement is attached here, made part of, and marked as **Exhibit B**.

21. As an IT manager, Tinsley had access to, utilized, and agreed to safeguard Clodbusters’ proprietary and confidential information, which included—but was not limited to—ensuring all systems, services, and equipment met security standards, and overseeing third party vendors for security risks.

C. Clodbusters and P42 and Law Office of Audrey Ehrhardt.

22. Law Office of Audrey Ehrhardt is a law firm that offers services in probate, estate planning, and elder law in Florida.

23. P42 is a law practice management company that offers marketing and management solutions to law firms.

24. In April of 2024, Cloudbusters, including Tinsley, were introduced to Audrey Ehrhardt, Chief Executive Officer of P42, and owner of Law Office through a mutual customer in Northwest Indiana.

25. On October 22, 2024, Cloudbusters, including Tinsley, met with Ehrhardt, regarding the provision of IT services to P42 and Law Office. These discussions developed into a proposed partnership between Cloudbusters and P42 for Cloudbusters to provide a “white label” security solution and services on behalf of P42 to its law firm customers (the “Partnership”).

26. On November 4, 2024, Cloudbusters entered into an Agreement with P42 to provide IT services to P42 for one (1) year, or through November 4, 2025. A copy of the Terms & Conditions between Cloudbusters and P42 is attached here, made part of, and marked as **Exhibit C**.

27. That same day, November 3, 2024, Law Office entered into an Agreement with identical Terms and Conditions with Cloudbusters to provide IT services to Law Office.

28. On November 19, 2024, Cloudbusters, by and through its Chief Executive Officer, Stephen J. Muenstermann, and President, Stephen M. Muenstermann, met with Audrey Ehrhardt, CEO of P42 and Manager of Law Office, Mike Sessions, Chief Operating Officer of P42, and Yaisa Myers, Law Practice Management Director of P42, further discussed the Partnership. During this meeting, Cloudbusters provided the foregoing with a Managed Service Calculator, which it had created and was used to estimate costs and profits of the Partnership.

29. Tinsley was appointed by Clodbusters to handle P42's and Law Office's IT services administered and/or provided by Clodbusters, including the cybersecurity stacks for each.

D. Defendants' Scheme to Unlawfully Misappropriate Clodbusters Trade Secrets to Gain an Unfair Competitive Advantage.

30. In December of 2024, in his role as IT Manager, Tinsley began attending meetings with Clodbusters' President and P42, via its CEO, regarding Clodbusters' IT services and the Partnership.

31. On or about January 22, 2025, Ehrhardt provided Clodbusters with a proposal titled "Practice42 + Clodbusters Master Services Agreement (MSA)," regarding the terms of the Partnership. A copy of the MSA is attached here, made part of, and marked as **Exhibit D**.

32. On January 28, 2025, Tinsley signed a Non-Disclosure Agreement with Clodbusters. *See* Ex. B.

33. On information and belief, Ehrhardt solicited and conspired with Tinsley for Tinsley to resign from Clodbusters and to take its trade secrets to allow P42, Law Office and Tinsley to pursue the benefits of the Partnership by offering Clodbusters services to customers using its trade secrets, without the need for Clodbusters.

34. Unbeknownst to Clodbusters, and without its authorization, as early as January 2, 2025, Defendants referred to Tinsley as "P42's IT Manager" to P42's staff and customers while Tinsley was still employed by Clodbusters.

35. On February 5, 2025, while still employed by Clodbusters, Tinsley corresponded with Ehrhardt and a customer of P42 as P42's IT manager.

36. On February 10, 2025, Tinsley, on behalf of Clodbusters, completed the migration for P42 from Google to Microsoft.

37. Thereafter, at minimum between February 11, 2025, and February 14, 2025, Tinsley took several steps to access and transfer Cloudbuster's proprietary information through Cloudbusters to himself for the benefit of P42 and also to prevent Cloudbusters from accessing its own information, including but not limited to: downloading, editing, deleting and/or restricting Cloudbusters' access to several programs and/or platforms; transferred information, data, and/or access from his e-mail, ryant@mycloudbusters.com, to ryan@practice42.com; removed access for certain Cloudbusters' technicians and customers to certain programs and/or platforms; autofilled login credentials associated with P42 and Law Office; and authorized P42 as a verified vendor with Pax8 without authority to do so from Cloudbusters.

38. On February 14, 2025, Tinsley tendered a letter of resignation to Cloudbusters' President effective immediately. A copy of the Resignation Letter is attached here, made part of, and marked as **Exhibit E**.

39. That same day, Tinsley stole a computer from Cloudbusters.

40. Upon information and belief, Tinsley immediately performed services for P42 and Law Office, which were Cloudbusters' clients, following his resignation.

41. On February 13, 2025, Tinsley, via his e-mail address, ryant@mycloudbusters.com, corresponded with Pax8, a software company vendor, to authorize and promote P42 from customer account to Pax8 Partner. A copy of this e-mail correspondence is attached here, made part of, and marked as **Exhibit F**.

42. Tinsley further attempted to access certain accounts and/or systems of Cloudbusters on February 15, 2025; February 18, 2025; and February 19, 2025.

43. On February 17, 2025, Tinsley created Tinsley Tech Consulting LLC, an Indiana limited liability company with a principal office address of 415 Woodlawn Avenue, Michigan

City, Indiana 46360. A copy of the Certificate and Articles of Organization are attached here, made part of, and marked as **Exhibit G**.

44. On February 17, 2025, Cloudbusters, via its CEO and President, met with P42, via its CEO, regarding Tinsley's resignation and actions taken over the past weekend.

45. On February 18, 2025, Cloudbusters, via its CEO and President, Ehrhardt, and P42, met virtually to further discuss Tinsley and Cloudbusters' provided IT services. During this meeting, Ehrhardt proposed contacting Tinsley and terms to buy him out from Cloudbusters. Cloudbusters did not accept any such terms or proposal.

46. On February 19, 2025, Ehrhardt elected to terminate services with Cloudbusters and sent a proposed Mutual Release Agreement. A copy of the proposed Mutual Release Agreement is attached here, made part of, and marked as **Exhibit H**.

47. On February 21, 2025, Cloudbusters' counsel sent Cease and Desist letters to Defendants, P42 and Law Office.

48. On February 23, 2025, P42 sent e-mail calendar invites for weekly meetings to ryan@practice42.com and ryant@mycloudbusters.com.

49. As of March 14, 2025, per Ehrhardt's requests, Cloudbusters has terminated its services as to each respectively.

50. On March 20, 2025, Tinsley changed the principal office address location of Tinsley Tech Consulting LLC from 415 Woodlawn Avenue, Michigan City, Indiana 46360, to 424 S. Michigan Street, P.O. Box 126, South Bend, Indiana 46624 in an effort to circumvent his non-compete with Cloudbusters.

**COUNT I – ALL DEFENDANTS
TRADE SECRET MISAPPROPRIATION
DEFEND TRADE SECRETS ACT, 18 U.S.C. § 1836 *et seq.***

51. Cloudbusters incorporates by reference the allegations set forth in paragraphs 1 through 49 as if fully set forth herein.

52. The Defend Trade Secrets Act (“DTSA”) provides a civil action for the misappropriation of a trade secret(s) that is related to a product or service used in, or intended for use in, interstate or foreign commerce. 18 U.S.C. § 1836(b)(1).

53. Cloudbusters owns several trade secrets, including but not limited to, its configuration and management of IT software programs and cybersecurity stacks curated for each customer; configuration of “white label” security solution; software developed by Cloudbusters, including the information and data that form the Managed Service Calculator; Cloudbusters’ vendor catalog and notes; and customer lists.

54. Cloudbusters’ trade secrets relate to products and services used in, or intended for use in, interstate commerce.

55. These trade secrets were at all relevant times owned by Cloudbusters, and Cloudbusters had taken reasonable measures to keep this information secret via the Non-Disclosure Agreement with Tinsley and the Terms and Conditions entered into with P42, which provide for:

C. Each party undertakes to hold any and all Confidential Information [including trade secrets] in confidence and to use it exclusively for the purposes set forth in this Agreement. Neither party shall, directly or indirectly, make use of the Confidential Information of the other party without the other party’s prior, written consent.

D. CLOUDBUSTERS INC. and Client agree, except as otherwise set forth in the Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose to a third party, without the prior written consent of the other party, the Confidential Information [including trade secrets], including the terms and/or conditions of this Agreement, including, without limitation, not disclosing or sharing a copy of this Agreement with any third party...

56. Clodbusters similarly had identical Terms and Conditions between it and Law Office as well but is unable to access said document to date due to Tinsley's actions described above.

57. Tinsley, an IT Manager of Clodbusters, was provided access to Clodbusters' trade secrets, as were Ehrhardt, P42, and Law Office, pursuant to the Terms and Conditions entered into with each respectively.

58. These trade secrets further derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

59. Following his resignation, Tinsley transferred and retained some or all of the above-described trade secrets onto his personal device and e-mail address, ryan@practice42.com, without Clodbusters' consent.

60. Following the termination of services with Clodbusters, P42 and Law Office have each retained some or all of the above-described trade secrets within their respective entities.

61. Tinsley's role as P42's IT manager will inevitably and necessarily lead him, whether consciously or unconsciously, to rely on and disclose Clodbusters' trade secrets in violation of the DTSA.

62. Tinsley's role as CEO of Tinsley Tech Consulting LLC will inevitably and necessarily lead him, whether consciously or unconsciously, to rely on and disclose Clodbusters' trade secrets in violation of the DTSA.

63. Defendants have misappropriated and threaten to further misappropriate trade secrets at least by acquiring trade secrets with knowledge of or reason to know that the trade

secrets were acquired by improper means, and said Defendants are using and threatening to use the trade secrets acquired by improper means without Clodbusters' consent.

64. As a direct and proximate result of Defendants, Clodbusters has suffered and, if Defendants' conduct is not stopped, will continue to suffer severe competitive harm, irreparable injury, and significant damages in an amount to be proven at trial.

65. Clodbusters has and will continue to incur additional damages, costs, and expenses as a result of Defendants' misappropriation.

66. The aforementioned acts of Defendants were willful, malicious, and fraudulent. Clodbusters is therefore entitled to an award of punitive damages pursuant to 18 U.S.C. § 1836(b)(3)(C) and reasonable attorneys' fees in accordance with 18 U.S.C. § 1836(b)(3)(D).

67. Defendants' actions constitute misconduct of a continuing nature for which Clodbusters has no adequate remedy at law. Unless and until enjoined and restrained by order of this Court, Defendants will continue to retain and use Clodbusters' trade secrets to enrich themselves and divert business opportunities from Clodbusters.

**COUNT II – ALL DEFENDANTS
TRADE SECRET MISAPPROPRIATION
INDIANA UNIFORM TRADE SECRETS ACT
I.C. § 24-2-3 *et seq.***

68. Clodbusters incorporates by reference the allegations set forth in paragraphs 1 through 67 as if fully set forth herein.

69. For the reasons set forth above, Defendants' conduct constitutes trade secret misappropriation under the Indiana Uniform Trade Secrets Act, and Clodbusters is entitled to all appropriate relief.

70. Furthermore, Defendants' possession and use of Clodbusters' trade secrets has deprived Clodbusters of the goodwill it has developed and given Defendants an unfair and improper competitive advantage.

**COUNT III – TINSLEY
BREACH OF CONTRACT**

71. Clodbusters incorporates by reference the allegations set forth in paragraphs 1 through 70 as if fully set forth herein.

72. As part of the Noncompete Agreement, Tinsley agreed that

After the expiration or termination of this agreement, [Tinsley] agrees not to compete with Clodbusters, Inc. for a period of 2 years within 50 mile radius of Clodbusters, Inc. at 891 E. Summit St., IN 46307...Competition means owning or working for a business of the following type: Home/Office automation sales, install, or service company; private cloud computing company, install, service, or sales; and all computer and networking services involved with residential/small business.

Ex. A.

73. Tinsley created an Indiana limited liability company, Tinsley Tech Consulting LLC, with himself as the Chief Executive Officer three (3) days following his resignation from Clodbusters with a principal office address within 50 miles of Clodbusters' principal office address.

74. The Noncompete Agreement further provides that Tinsley agreed to pay liquidated damages for violation(s) of said agreement. Ex. A.

75. Pursuant to the Non-Disclosure Agreements between Tinsley and Clodbusters, Tinsley agreed "to prevent the unauthorized disclosure of Confidential Information, as defined...[which] includes, but is not limited to, the following examples: compensation data, computer processes, computer program and codes, computer software, customer lists, customer

preferences, marketing strategies, partnerships, pending projects and proposals, technological data, technological prototypes, [and] vendors.” Ex. B.

76. The Non-Disclosure Agreements provide for Tinsley to “hold and maintain the Confidential Information in strictest confidence for the sale and exclusive benefit of [Cloudbusters].” Tinsley “shall carefully restrict access to Confidential Information to...third parties as is reasonably required...” Tinsley “shall not, without prior written approval of [Cloudbusters], use for [his] own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of [Cloudbusters], any Confidential Information.” Ex. B.

77. The Non-Disclosure Agreements further provide that it “shall survive the termination of this Agreement and [Tinsley’s] duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until [Cloudbusters] sends [Tinsley] written notice releasing [Tinsley] from this Agreement, whichever comes first.” Ex. B.

78. Tinsley violated the terms of the Non-Disclosure Agreements when he began downloading, editing, deleting and/or restricting Cloudbuster’s access to several programs and/or platforms without Cloudbusters’ consent.

79. Tinsley further committed violations of the Non-Disclosure Agreements when he took the foregoing actions and transferred access to his e-mail, ryan@ practice42.com, without Cloudbusters’ consent.

80. Tinsley also committed violations of the Non-Disclosure Agreements when he took the foregoing actions to supplement himself in Cloudbusters’ role in the Partnership.

81. As a result of Tinsley's conduct, Cloudbusters has been severely damaged and continues to incur damages.

82. Cloudbusters therefore is entitled to an award in an amount to be determined at trial, inclusive of liquidated damages.

**COUNT IV – PRACTICE42, LLC
BREACH OF CONTRACT**

83. Cloudbusters incorporates by reference the allegations set forth in paragraphs 1 through 70 as if fully set forth herein.

84. Pursuant to the Terms and Conditions between Cloudbusters and P42, P42 agreed to "hold any and all Confidential Information [as defined therein, including trade secrets] in confidence and to use it exclusively for the purposes of this Agreement. Neither party shall, directly or indirectly, make use of the Confidential Information of the other party without the other party's prior, written consent." Ex. C.

85. The Terms and Conditions further provide that

In the absence of CLOUDBUSTERS INC's prior written consent, and for a period of twenty-four (24) months following the expiration or termination of this Agreement, for any reason whatsoever, [P42] agrees not to hire or engage, directly or indirectly, any person who, at any time during the twenty-four (24) months immediately proceeding such hiring or engagement, was an employee of CLOUDBUSTERS INC...Therefore, in the event [P42] breaches this provision, [P42] agrees to pay CLOUDBUSTERS INC, as liquidated damages and not as a penalty, a sum equal to twenty-four (24) months' pay for each former employee of CLOUDBUSTERS INC hired by [P42], at the rate paid by CLOUDBUSTERS INC.

Ex. C.

86. Prior to his resignation, P42 represented Tinsley as its IT manager to its respective clients and/or customers.

87. Following his resignation, Cloudbusters received notice that P42 was working with Tinsley without Cloudbusters' written consent despite attempts by P42 to "buy" Tinsley out from Cloudbusters.

88. Cloudbusters has been severely damaged a result of P42's conduct and continues to incur damages.

89. Cloudbusters is therefore entitled to an award in an amount to be determined at trial, inclusive of liquidated damages.

**COUNT V – ALL DEFENDANTS
TORTIOUS INTERFERENCE**

90. Cloudbusters incorporates by reference the allegations set forth in paragraphs 1 through 89 as if fully set forth herein.

91. Cloudbusters had ongoing business with Ehrhardt, P42, and Law Office and had a valid business expectancy that that business would continue.

92. At all relevant times, Tinsley was aware of Cloudbusters' ongoing business relationship with P42 and Law Office.

93. Tinsley interfered with, and continues to interfere with, Cloudbusters' business relationships with P42 and Law Office.

94. Tinsley further interfered with Cloudbusters' ongoing business relationships with its customers outside of P42 and Law Office.

95. Tinsley's interference was wrongful and unjustified.

96. As a direct result of Tinsley's actions, Cloudbusters has been damaged and continues to sustain damages.

97. Ehrhardt, P42, and Law Office knew that Tinsley was a Cloudbusters employee through February 14, 2025.

98. Ehrhardt, P42, and Law Office induced Tinsley to breach his employment contracts with Clodbusters.

99. Ehrhardt, P42, and Law Office did so in order to reap the benefit of Clodbusters' services and trade secrets without having to compensate Clodbusters any further.

100. Ehrhardt and P42 further induced Tinsley to breach his employment contracts with Clodbusters in order to cut Clodbusters out of the Partnership.

101. Defendants' interference was wrongful and unjustified.

102. As a direct result of Defendants' actions, Clodbusters has been damaged and continues to suffer damages.

103. Clodbusters is therefore entitled to an award in an amount to be determined at trial as to each Defendant.

**COUNT VI – TINSLEY, EHRHARDT, and PRACTICE42, LLC
CIVIL CONSPIRACY**

104. Clodbusters incorporates by reference the allegations set forth in paragraphs 1 through 103 as if fully set forth herein.

105. Defendants, Tinsley, Ehrhardt, and P42, had an agreement outside of Clodbusters' involvement, knowledge, and/or consent to remove Clodbusters from the Partnership and supplement Tinsley to carry on the business of said Partnership without Clodbusters.

106. Clodbusters has reason to believe that over a period of weeks or months, Tinsley, Ehrhardt, and P42 formed a conspiracy and engaged in a coordinated effort to supplement Tinsley for Clodbusters in the Partnership.

107. In furtherance of the conspiracy, Tinsley downloaded, edited, deleted and restricted Clodbusters' access to several programs and/or platforms immediately prior to his

resignation in order to perform his part in the Partnership as Cloudbusters had been intended to perform.

108. As for its role, Ehrhardt and P42 have kept and/or have access to the “white label” security solution provided by Cloudbusters as part of the Partnership.

109. These actions were done knowingly, with the intent to harm Cloudbusters, and in a manner that was designed to unlawfully benefit Defendants at Cloudbusters’ expense.

110. Defendants’ actions were willful and malicious.

111. As a direct result of the conspiracy, Cloudbusters has suffered damages and continues to incur damages.

112. Cloudbusters is therefore entitled to an award of damages to be determined at trial inclusive of actual and punitive damages.

**COUNT VII – TINSLEY
COMPUTER FRAUD AND ABUSE ACT
18 U.S.C. § 1030 *et seq.***

113. Cloudbusters incorporates by reference the allegations set forth in paragraphs 1 through 50 as if fully set forth herein.

114. The Computer Fraud and Abuse Act (“CFAA”) provides a private cause of action against anyone who intentionally accessed a computer without authorization or exceeded his authorized access to obtain information from a protected computer. 18 U.S.C. § 1030(a)(2)(C).

115. The CFAA defines a “protected computer” as a computer “which is used in or affecting interstate commerce or communication.” 18 U.S.C. § 1030(e)(2)(B).

116. The CFAA allows for a private cause of action if there is a “loss to 1 or more persons during any 1-year period...aggregating to at least \$5,000.00 in value.” 18 U.S.C. § 1030(c)(4)(A)(i).

117. Clodbusters computers are used in and affect interstate commerce by its offering of IT services to customers beyond Indiana, including P42 and Law Office.

118. In accessing trade secrets and other confidential information beyond his authorization to do so as IT manager, Tinsley exceed his authorized access to Clodbusters' computer systems.

119. In accessing trade secrets and other confidential information after he resigned from Clodbusters, Tinsley engaged in unauthorized access to Clodbusters' computer systems.

120. Clodbusters has suffered and continues to suffer losses in excess of \$5,000.00 in a one-year period, including, without limitation, the costs of investigating this incident and remedying the actions taken by Tinsley with its customers beyond even P42 and Law Office.

121. As a result of Tinsley's wrongdoings, Clodbusters has suffered monetary damages and substantial and irreparable injury and is threatened with further substantial and irreparable injury, for which there is no adequate remedy at law to compensate.

**COUNT VIII—TINSLEY
BREACH OF FIDUCIARY DUTIES**

122. Clodbusters incorporates by reference the allegations set forth in paragraphs 1 through 112 as if fully set forth herein.

123. As an employee of Clodbusters, Tinsley was Clodbusters' agent and owed Clodbusters a fiduciary duty of loyalty.

124. Tinsley's fiduciary duty precluded him from engaging in conduct dealing with the subject matter of his agency with Clodbusters for his own benefit or in derogation of the interests of Clodbusters.

125. Before Tinsley's last day of employment with Clodbusters, and while Tinsley continued to work on behalf of Clodbusters, Tinsley concealed his intentions to join P42 and/or

supplement Cloudbusters in the Partnership so that he could continue to access Cloudbusters' proprietary information and solicit Cloudbusters' customers.

126. After his resignation from Cloudbusters, Tinsley remained subject to a fiduciary duty to refrain from interfering with Cloudbusters' ability to accomplish the purpose of his agency, including, but not limited to, servicing its customers, including P42 and Law Office, safeguarding its trade secrets.

127. Tinsley did in fact interfere with purpose of his agency by downloading, editing, deleting and/or restricting Cloudbuster's and its customers' access to several programs and/or platforms without Cloudbusters' consent.

128. Tinsley's actions before and after his resignation from Cloudbusters constitute a breach of his fiduciary duty to Cloudbusters.

129. As a direct and proximate result of Tinsley's aforementioned conduct, Cloudbusters has been damaged and continues to suffer damages.

**COUNT IX -EHRHARDT, LAW OFFICES, AND P42
BREACH OF FIDUCIARY DUTIES**

130. Cloudbusters incorporates by reference the allegations set forth in paragraphs 1 through 112 as if fully set forth herein.

131. As partners and co-venturers, Ehrhardt, Law Offices, and P42 owed Cloudbusters fiduciary duties of loyalty, good faith, fairness and honesty in their dealings.

132. Ehrhardt's, Law Office's, and P42's respective fiduciary duty precluded each from engaging in conduct dealing with the subject matter of the Partnership with Cloudbusters for their own benefit or in derogation of the interests of Cloudbusters.

133. Ehrhardt, Law Office, and P42 breached those duties by: making use of Cloudbusters' Confidential Information, including trade secrets, without Cloudbusters' written

consent; poaching Cloudbusters' employee, Ryan Tinsley, without its written consent; induced a Cloudbusters' employee, Ryan Tinsley, to breach his contract with Cloudbusters; and conspired to replace Cloudbusters in the Partnership.

134. Ehrhardt's, Law Office's, and P42's actions constitute a breach of their respective fiduciary duties to Cloudbusters.

135. As a direct and proximate result of Ehrhardt's, Law Office's, and P42's aforementioned conduct, Cloudbusters has been damaged and continues to suffer damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, CLOUDBUSTERS, INC., respectfully requests judgment be entered in its favor and against Defendants, RYAN TINSLEY, PRACTICE42, LLC, THE LAW OFFICE OF AUDREY EHRHARDT, PLLC, and AUDREY EHRHARDT as follows:

- (a) Compensatory, consequential, incidental, punitive, liquidated, and/or special damages in an amount to be determined at trial;
- (b) Costs and expenses in pursuing this action, including reasonable attorneys' fees to the extent permitted by law; and
- (c) Such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims properly triable by a jury.

Respectfully Submitted,
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