

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GREENVILLE VENTURES LLC,

Plaintiff,

v.

JAMES JANNUZZIO, TREVOR NIX,
DOMINIC MALIZIA, TONDO GROUP,
LLC (d/b/a ARMED FORCES BOUTIQUE;
FRONTLINE BOUTIQUE; AND SUNSET
BOUTIQUE),

Defendants.

CIVIL ACTION NO.

COMPLAINT AND JURY DEMAND

Plaintiff Greenville Ventures LLC (“Greenville”) brings this Complaint against James Jannuzzio (“Jannuzzio”), Trevor Nix (“Nix”), Dominic Malizia (“Malizia”) (Jannuzzio, Nix, and Malizia together, the “Individual Defendants”) and Tondo Group, LLC (“Tondo”), d/b/a Armed Forces Boutique; Frontline Boutique; and Sunset Boutique (collectively, “Defendants”) as a result of the Defendants’ brazen tortious conduct, including misappropriation of Greenville’s trade secret, confidential, and proprietary business information and assets, which Defendants illegally took from Greenville, not just to directly compete against it, but also to sabotage and destroy Greenville’s business.

NATURE OF THE CASE

1. Greenville’s Manager, Peter Danby, is a seasoned entrepreneur who has built and launched several successful businesses in the eCommerce, logistics and fulfillment, customized packaging, and information technology services industries, among others.

2. He is also a teacher, serving since 2008 at his *alma mater*, the University of Delaware, as an adjunct professor to undergraduate and graduate-level business students on

entrepreneurship and early-stage finance. This is how Mr. Danby came to know Jannuzzio, and through Jannuzzio, his close friend Nix.

3. After teaching Jannuzzio and mentoring him on fledgling business ventures of his own, Jannuzzio told Danby he was looking for a job. Danby ultimately offered Jannuzzio and Nix positions with one of Danby's businesses, where they could learn the practical applications of the lessons Danby taught in class and be introduced to business through real-world, practical experience they could never get in a classroom.

4. In April 2019, impressed with his protegees' work, Danby offered Jannuzzio and Nix an opportunity to join Danby's new business, Greenville, offering them each a minority stake in the business, which they eagerly accepted.

5. Danby, Jannuzzio and Nix agreed that, given his extensive experience, Danby would act as Greenville's Manager, solely responsible for managing all business operations of the company. Shortly thereafter, Greenville launched a series of eCommerce businesses, which sold theme-specific jewelry. Greenville benefitted from Danby's other business enterprises which integrated all supply-chain support including packaging, shipping, warehousing, supply-chain logistics and information technology. Greenville's web-based marketing business model is driven by data analytics to appropriately target and tailor advertising and products to specific customer audiences.

6. Greenville was a great success. After spending millions of dollars in connection with its web-based marketing campaigns, Greenville enjoyed significant sales, generating tens of millions of dollars in annual sales revenue within its first few years of operations. As Manager, Danby saw that Jannuzzio and Nix shared in the business's success, awarding each stakeholder

tens of thousands of dollars in bonuses and their *pro rata* shares of distributions of Greenville's profits.

7. But rather than continue to learn and grow under Danby's steady hand, Jannuzzio and Nix, working from within Greenville, instead hatched and implemented a scheme based on betrayal and sabotage to clandestinely steal Greenville's proprietary assets and know-how and replicate Greenville's business to compete against it, steal its customers, and decimate Greenville.

8. While still working within Greenville, they stole, among other things, Greenville's intellectual property including Greenville's trade secrets relating to its vendor pricing; product designs and strategies; customer identities, contact information, demographics, and behavioral data; and advertising efficacy.

9. After leaving Greenville, Jannuzzio and Nix did not just set up a competing business built on Greenville's proprietary information and know-how, but they also took affirmative steps to sabotage Greenville by hijacking its website domains, online retail accounts, and banking relationships. Indeed, their brazen acts of crippling sabotage went so far as to block Greenville from accessing its own assets and information. Jannuzzio, Nix, and their co-conspirators, including Malizia, also continued to access Greenville's proprietary electronic data without authorization to spy on and monitor Greenville's internal strategies and thereby unfairly advantage their competing businesses.

10. This scheme runs afoul of federal and state laws governing unfair competition, misappropriation of trade secrets, tortious interference with contracts and business relations, breach of fiduciary duty, conversion, unjust enrichment and computer hacking, all carefully

coordinated by the Defendants through a deliberate scheme specifically designed to destroy Greenville and to enrich themselves.

11. Through this action, Greenville seeks recompense for Defendants' wrongful actions, as well as the dissociation of Jannuzzio and Nix as members of Greenville.

PARTIES

12. Greenville is a Pennsylvania limited liability company with its principal place of business located at 578 Rosedale Road, Suite 27, Kennett Square, Pennsylvania 19348.

13. Jannuzzio is an adult individual residing at 1203 Arundel Drive, Wilmington, Delaware 19808. He maintains a business address of 5 Lewis Circle, Wilmington, Delaware 19804.

14. Nix is an adult individual residing at 303 Wellspring Court, Hockessin, Delaware 19707. He maintains a business address of 5 Lewis Circle, Wilmington, Delaware 19804.

15. Malizia is an adult individual residing at 133 W Main St., Newark, DE 19711. He maintains a business address of 5 Lewis Circle, Wilmington, Delaware 19804.

16. Tondo is a Delaware limited liability company with, upon information and belief, its principal place of business located at 5 Lewis Circle, Wilmington, Delaware 19804, and utilizes a registered agent, PHS Corporate Services, Inc., located at 1313 North Market Street, Suite 5100, Wilmington, Delaware 19801. Tondo is 100% owned by Jannuzzio Enterprises, an entity, upon information and belief, which is solely owned by Jannuzzio. Tondo operates several eCommerce business lines, doing business as Frontline Boutique, Armed Forces Boutique, Sunset Boutique, and Tondo Fulfillment.

JURISDICTION AND VENUE

17. This Court has jurisdiction over Greenville’s claims because Defendants’ actions constitute violations of the Defend Trade Secrets Act, 18 U.S.C. §§ 1831-1839 (“DTSA”), the Stored Communications Act (“SCA”), 18 U.S.C. § 2701, *et al.*, and the Computer Fraud and Abuse Act (“CFAA”), 18 U.S.C. § 1030. This Court has supplemental jurisdiction over Greenville’s remaining claims because they are so related to Greenville’s federal claims as to constitute the same case or controversy under Article III, Section 2 of the United States Constitution.

18. This Court also has jurisdiction over this dispute pursuant to 28 U.S.C. § 1332 because, upon information and belief and pursuant to Greenville’s reasonable investigation, there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.

19. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1400(a) because Defendants conduct business in this District, and a substantial part of the acts or omissions giving rise to the claims alleged occurred in this District. Further, the Individual Defendants have already acquiesced to this venue in other, related matters. *See Iron Gate Hardware, LLC v. Jannuzzio, et al.*, 2:22-cv-01132 (E.D. Pa. 2022), ECF 10 at ¶ 5 (The Individual Defendants admitting “that venue is proper in this District”); *Jannuzzio, et al. v. Danby, et al.*, 2:22-cv-01189-CFK (E.D. Pa. 2022) (dismissed civil RICO case filed by Jannuzzio and Nix in this District).

FACTS

Overview of Danby, His Businesses, and His Professorship

20. Greenville's Manager, Danby, is an experienced entrepreneur in the eCommerce, logistics, and information technology spaces. Some of his current ventures in addition to Greenville include the following:

- a. Iron Gate Hardware, LLC d/b/a IronLinx ("IronLinx"). Founded in 2002, IronLinx provides warehousing, fulfillment, logistics, sourcing, and related services to small and medium-sized businesses with special emphasis on inventory management; pick, pack, and ship; and freight transportation services.
- b. SRILX Products ("SRILX Products"). Founded in 2015, SRILX Products is a provider of customized packaging materials.

21. In addition to his entrepreneurial work, Danby serves as an adjunct professor in the University of Delaware's Department of Finance (since 2008) and Department of Business Administration (since 2015). Courses he has taught include Startup Finance and Venture Capital, Corporate Finance, Investments and Portfolio Theory, and Financial Markets, among others.

Danby Offers Jannuzzio and Nix Opportunities with His Businesses

22. In or around the spring of 2017, while a student at the University of Delaware, Jannuzzio enrolled in a class taught by Danby.

23. Danby and Jannuzzio developed a mentor/mentee relationship, with Jannuzzio taking more of Danby's classes and frequently seeking out Danby's advice on entrepreneurial projects, business pitches, and finances. Danby provided hours of free advice and counsel to Jannuzzio relating to two separate ventures in particular, BookBandit and Appreneurial, in which Danby had no personal interest.

24. In the fall of 2018, Jannuzzio told Danby that he was looking for a job. After a series of discussions, Danby offered and Jannuzzio accepted a position at IronLinx, with a starting annual salary of \$50,000.

25. In his discussions with Jannuzzio, Danby said that if Jannuzzio did well and worked hard, Danby would fund a project in which Jannuzzio could have an ownership interest.

26. Between his date of hire and the end of 2018, Jannuzzio's primary job at IronLinx was to facilitate the redesign of its website, with the assistance of Appreneurial, Jannuzzio's fledgling company.

27. In December 2018, Danby and IronLinx succeeded in landing several new eCommerce clients who collectively brought a substantial amount of new order fulfillment business to IronLinx.

28. To service these new customers, and at Jannuzzio's urging and recommendation, IronLinx hired Jannuzzio's close friend Nix, who began work for IronLinx at the very end of 2018. Nix's responsibilities included packing, shipping, and assisting with IronLinx's social media campaigns.

The Launch of Greenville

29. During the summer of 2019, Danby decided to pursue a new venture, Greenville, which would become an online retailer of theme-specific jewelry.

30. Danby invited his proteges, Jannuzzio and Nix, to join him in this new venture first as minority stakeholders, and then later as employees.

31. In an Operating Agreement, dated April 23, 2019, they formed Greenville as a limited liability company, with Danby's company, SRILX Partners, owning 70% of Greenville,

Jannuzzio owning 25%, and Nix the remaining 5%. A true and correct copy of Greenville's Operating Agreement is attached hereto as **Exhibit A**.

32. In the Operating Agreement, SRILX Partners, Jannuzzio, and Nix agreed that Danby would serve as Manager and granted him broad authority in running Greenville, including the authority and responsibility for:

- a. "entering into, making, and performing contracts, agreements, and other undertakings binding [Greenville] that may be necessary, appropriate, or advisable in furtherance of the purposes of [Greenville] and making all decisions and waivers thereunder" (*id.*, § 6.01 (a)(i));
- b. maintaining bank accounts for the Greenville and making payments on Greenville's behalf (*id.* § 6.01(a)(ii));
- c. "maintaining the assets of [Greenville] in good order" (*id.* § 6.01(a)(iii));
- d. "paying debts and obligations of [Greenville]" (*id.* § 6.01(a)(v));
- e. "acquiring, utilizing for [Greenville's] purposes, and disposing of any asset of [Greenville]" (*id.*, § 6.01(a)(vi));
- f. "borrowing money or otherwise committing the credit of [Greenville] for company activities and voluntary prepayments or extensions of debt" (*id.* § 6.01 (a)(vii)); and
- g. "determining distributions of [Greenville's] cash and other property" (*id.* § 6.01(a)(ix)).

33. Shortly after the formation of Greenville, Danby met Malizia, Nix's friend, who Danby hired to work for IronLinx only a few days later. Malizia became an integral part of the

Greenville team, with access and exposure to Greenville's confidential information and trade secrets.

34. The Individual Defendants were tasked with building Greenville's online presence on social media and leveraging online retail platforms like Shopify, Facebook, and Instagram, as the primary means for advertising and selling Greenville's products.

35. From the outset and continuing to this day, IronLinx materially subsidized Greenville's operations including, but not limited to, funding its payroll, providing rent-free and reduced-rent operational space, funding infrastructure upgrades, and providing reduced-rate fulfillment services to Greenville. Indeed, IronLinx substantially assisted in Greenville's operations, including among other things, employing several personnel who were then assigned to perform work on behalf of Greenville.

36. Under Danby's guidance and leadership, Greenville successfully established itself as an online presence, ultimately operating several successful web-based jewelry stores by the late summer and early fall of 2019.

37. In the four months that it was operational in 2019, Greenville realized approximately \$1.5 million in revenue. In 2020, Greenville generated over \$18 million in revenue. By the end of the first quarter of 2021, Greenville was on pace to generate more than \$40 million in annual revenue.

38. Greenville's growth required significant investment of money in Greenville's inventory, information systems, staff, and marketing, among other things.

39. Jannuzzio, Nix, and Malizia benefitted from Greenville's success, receiving in addition to their regular pay, bonuses and, for Jannuzzio and Nix as minority stakeholders in Greenville, tens of thousands of dollars in distributions.

Greenville's Online Stores

40. Greenville launched multiple online theme-specific jewelry stores that showcase products carefully curated and designed to appeal to customers sharing either a particular interest or a tightly connected set of interests.

41. For example, Greenville's MySuperhero e-store was created to sell nurse- and military-themed jewelry, Greenville's Beachware e-store focused on beach-themed jewelry, and Greenville's Brandywine e-store featured nature-themed jewelry. Greenville also launched pet-themed (PetnLove) and teacher-themed (TeachersMerch) online stores.

42. Many of the products offered on Greenville's e-stores were custom designed and took months to develop for manufacturing purposes.

Greenville's Online Media Accounts

43. Each Greenville store has associated online media accounts, such as Facebook and Instagram pages. These social media accounts are managed by individuals working on behalf of Greenville who, using Facebook Business Manager and related tools, make daily (or more frequent) posts; curate and respond to fan, follower and customer comments; run giveaways and other promotions on behalf of Greenville; and solicit new followers/fans.

44. These social media accounts help Greenville connect with existing and prospective customers; showcase Greenville products and photography; and serve as a low-cost test bed for new products, presentation styles, prices, promotions, and more.

45. Each Greenville store also has one or more advertising accounts through which Greenville sets up, manages, and runs advertisements to targeted customer groups on Facebook, Instagram, and other social media platforms.

46. Each Greenville store also has one or more Meta Pixels, which allow the tracking of the behavior of users while using the social media platforms as well as on the Greenville store websites. Each Pixel must be individually installed and customized to track targeted customer behaviors, such as ad clicks, products being added to carts, and purchases.

47. Data from the Meta Pixels can be manipulated in innumerable ways to help Greenville determine and measure ad productivity and better target customers, resulting in higher quality traffic and greater sales and profits over time.

48. Each Greenville store utilizes one or more Facebook Business Managers to manage advertising assets such as Facebook pages, Instagram pages, ad accounts, and Meta Pixels, among other things, for each business line.

49. Both Facebook and Instagram have detailed rules, terms, and conditions governing use of their platforms for commercial operations. Facebook can automatically shut down a Business Manager or any of the assets contained therein – effectively closing an entire online store – for any non-compliance with its terms. It is often difficult, if not impossible, to have a Business Manager or advertising asset restored should it be flagged for any reason.

50. For this reason, Greenville strategically decided to decentralize its Business Managers and advertising assets, using various Facebook profiles (because a Business Manager must reside under an individual's profile and a corporate entity is not permitted to have Facebook profile) for each of its on-line stores. This would help prevent a shutdown of Greenville's business as a whole, should any individual Business Manager or advertising asset experience technical or other problems that might result in any disruption to that particular asset or business line.

51. Jannuzzio and Nix, who were primarily responsible for managing Greenville's many social media assets, domiciled Greenville's social media accounts with their individual profiles and those of their friends and family. For example, Jannuzzio, used his girlfriend, Nicole Schneider's, profile to house two Beachware ad accounts, as well as Facebook and Instagram pages for that business line. Jannuzzio and Nix also used their mothers' and Jannuzzio's brother's Facebook profiles to house additional assets, which were controlled by Jannuzzio and Nix.

52. Greenville also utilizes various Google assets located in its G-Suite including Gmail, Google Drive, Google Sheets and Google Analytics. These assets provide competitive advantages in addition to the Facebook, Instagram and Meta assets outlined above. In particular, Google Drive and Google Sheets serve as repositories for Greenville's proprietary data, automated processes for ad and image naming, and images and e-mail designs.

53. Greenville further uses an iCloud storage system for product photography, ad design, and presentation ideas before products are launched.

54. Greenville's websites, which during the relevant period were housed on domains purchased through GoDaddy.com, utilize customized versions of online retail platforms provided by Shopify, an eCommerce services company that enables online retailers to use its platform to interface with customers for, among other things, sales and payment processing. These customized retail platforms are managed daily by Greenville.

55. Greenville pays approximately \$6,000 per month for its Shopify stores, all of which are connected to Greenville's bank accounts and to Greenville's merchant services accounts for credit card and other payment processing (*e.g.*, Shopify Payments, PayPal, and

PaymentDepot). Through its Shopify stores, Greenville brings in tens-to-hundreds of thousands of dollars in revenue each day.

56. Both pre- and post-purchase, consumers can reach out to Greenville through a variety of customer service channels, including e-mail, Facebook Messenger, and Facebook and Instagram Pages. Greenville monitors these communications and responds to questions and requests for support both directly and through a centralized support hub (a program called Gorgias).

57. Greenville collects consumers' e-mail addresses through voluntary signup lists, abandoned checkouts, and completed orders.

58. Greenville's e-mail and customer lists and data – which are carefully segmented and collated by Greenville – are extremely valuable, a product of millions of dollars spent on social media advertising.

59. Greenville uses its e-mail lists for direct e-mail campaigns and to create custom audiences for Facebook and Instagram ads, the latter of which are critical for social media marketing success.

Greenville's Data Analytics

60. Data is at the heart of Greenville's online retail business. Greenville continuously collects valuable confidential and proprietary data through a variety of means, all of which provide Greenville with a competitive advantage. This data is only accessible by a limited number of individuals and each data repository is username and password protected.

61. Greenville uses its password-protected Facebook and Instagram pages to test and catalog organic engagement by consumers with products, presentation styles, prices, promotions, and more. This serves to save Greenville untold sums of money on paid advertising testing.

62. Greenville's advertising accounts on these platforms also measure and quantify metrics related to Greenville's marketing efforts, including, but not limited to, product-specific, picture-specific, and copy-specific data on key performance indicators such as cost per click, cost per thousand, click through rate, conversion rate, and average order value. This data is regularly collated, manipulated, analyzed, and mined by Greenville for actionable insights.

63. Each Greenville store uses Meta Pixels, a piece of code online retailers put on websites to measure the effectiveness of advertising by understanding the actions of consumers who visit the websites. Greenville customizes and individually installs Meta Pixels to track customer behavior, such as ad clicks, products added to carts, and purchase history. Using these customized Meta Pixels, Greenville can analyze the effectiveness of its advertising and customer outreach efforts, and thereby drive higher quality traffic to its online stores and increase sales and profits over time.

64. Greenville also develops customized audience lists based on customer e-mail data and data obtained from its social media platforms to target new customers and retarget former and current customers with new purchasing opportunities.

65. Greenville's extensive e-mail collation and segmentation allows for the granular (product-specific, behavior-specific) targeting of customers and prospects through both e-mails and paid social media advertisements directed at various identifiable segments of the social media population such as by gender, age, or locale.

66. Greenville also generates a substantial amount of data from within Shopify (which is where customers make their purchases). Either directly within the system or through managed exports of data, Greenville catalogs sales by product, product category, and the relative

and absolute position of a product on a website, among other measurable metrics, all of which can, and frequently do, yield actionable insights to Greenville.

67. To aggregate, manage, and interpret the voluminous data Greenville receives from its social media and online retail platforms, customized and proprietary databases were developed. Using online software provided by Google, including Google Sheets, Drive, and Analytics, these customized databases automatically update and aggregate data from Facebook, Instagram, Shopify and more so that it can be manipulated and analyzed by Greenville, generating actionable insights on how to best market Greenville's products. For example, these customized databases zero-in on Greenville's revenues and profitability based upon various metrics, thereby providing actionable, real-time intelligence that helps Greenville to precisely identify those business decisions that lead to success and those that lead to failure.

68. Greenville spends millions of dollars each year to generate this important data, which is then processed, analyzed and optimized. Collection and use of this proprietary data is the foundation for Greenville's competitive advantage in the marketplace, as reflected by its tremendous success.

The Scheme to Copy, Convert, Then Destroy Greenville's Business

69. Even though Greenville enjoyed significant early success, the Individual Defendants were unhappy that their distributions and ownership percentages were not higher.

70. Upon information and belief, by early 2021, Jannuzzio and Nix hatched their scheme to steal Greenville's business model and its proprietary, confidential, and trade secret information and to create a new copycat company, which would become Tondo.

71. Although Section 6.05 of the Operating Agreement preserved in each of Greenville's members a right to engage in business ventures in competition with Greenville,

Jannuzzio and Nix had no right, privilege or authority to steal Greenville's proprietary, confidential and trade secret information to engage in such competition.

72. Indeed, Jannuzzio and Nix certainly understood the need for confidentiality as Jannuzzio oversaw the drafting and execution of a non-disclosure agreement by several individuals working with Greenville.

73. Nevertheless, to effectuate their scheme, Jannuzzio began to secretly catalog and copy Greenville's proprietary, confidential, and trade secret information, including, but not limited to, information relating to Greenville's Meta Pixels, Facebook and Instagram advertising accounts and pages, warehouse information, and customized databases used to track and manage the operation of Greenville's online retail stores.

74. Jannuzzio, Nix, and their co-conspirators then began to engage in several actions to divert and/or waste Greenville's corporate assets.

75. In May 2021 – only days before he resigned from Greenville – Jannuzzio ordered an individual working on behalf of Greenville to transfer Greenville's proprietary databases into its G-Suite, over which only Jannuzzio had administrative control, giving Jannuzzio sole control over the continuous data and insights generated by these databases.

76. Jannuzzio also ordered the individual responsible for Greenville's customer support services to download and provide Jannuzzio with the entire catalog of Greenville's customer support files, including prepopulated responses used by Greenville to quickly and efficiently respond to social media comments, direct messages, and e-mails from customers.

77. Jannuzzio also contacted the individuals responsible for running Greenville's daily customer service interactions, as well as graphic design (referred to as "Virtual Assistants"), telling them that he was launching a new business venture and that he would be in

contact. Jannuzzio was primarily responsible for paying Greenville's Virtual Assistants. When he quit, Jannuzzio indicated he would work with Nix to continue payments to Greenville's Virtual Assistants via PayPal or Upwork (a company that connects businesses with freelance workers). Nix subsequently reported that he was paying the Virtual Assistants, but that proved false. In fact, they were not paid for weeks. It is believed, and therefore averred, that Jannuzzio and Nix were trying to disrupt the Virtual Assistants' wages so that they would either quit, disrupting Greenville's business, and/or defect to Tondo.

78. Jannuzzio also set up a two-factor authentication system linked to his personal cellphone to control access to Greenville's payment processing account with PayPal as well as its Google account and several of Greenville's Instagram accounts, which, following his resignation, prevented Greenville from accessing these vital business assets as only Jannuzzio could do so.

79. Additionally, in or around mid-May 2021, mere days before Jannuzzio's resignation, Jannuzzio and Nix executed a relaunch of Greenville's Brandywine Boutique, which sold nature-themed jewelry, that was so astonishingly unsuccessful, as to now appear planned to harm Greenville. Indeed, on their own initiative, and without Danby's approval as Manager, they materially changed the way Greenville presented and priced its items, with the purported goal of improving marketing compliance. Under their "guidance," Brandywine Boutique proceeded to lose more than \$60,000.

80. Further, between late April and the tendering of Nix's resignation on July 1, 2021, Greenville's Facebook ads registered more than \$200,000 in net losses. Putting aside the fact that Jannuzzio and Nix shut off access to two of Greenville's best performing stores (Beachware.co and MySuperhero.co), Greenville experienced better results in the days, weeks, and months

following Nix and Jannuzzio's departures. It is believed, and therefore averred, that Nix and Jannuzzio purposefully orchestrated these losses.

Jannuzzio's Formation of Tondo, Resignation from Greenville, and Sabotage of Greenville

Jannuzzio Resigns

81. On May 17, 2021, a week prior to resigning from Greenville, Jannuzzio formed Tondo, which, upon information and belief, now serves as a holding company for various copycat online retail stores Jannuzzio, Nix, Malizia, and their co-conspirators launched after separating from Greenville.

82. On the evening of May 23, 2021, Jannuzzio met with Nix, Malizia and others, to announce that he intended to leave Greenville to start his new competitive venture. During the meeting, Jannuzzio encouraged each of them to set up a personal LLC and set aside funds to join him.

83. On May 24, 2021, Jannuzzio quit without providing Greenville any prior notice.

Jannuzzio's Extortion and Theft of Greenville Funds

84. The day after his resignation, on May 25, 2021, Jannuzzio e-mailed Danby to tell him that Jannuzzio no longer wanted to be a member of Greenville. In the same e-mail, Jannuzzio attempted to extort Danby to buy-out his interest in Greenville for \$1 million, demanding payment within three days. At the time of this demand, Jannuzzio still had sole and exclusive administrative control over the vast majority of Greenville's online assets, the entire backbone of its business, which he subsequently refused to transfer to Greenville.

85. Jannuzzio further stated in his May 25, 2021 e-mail that he made payments on two of Greenville's credit cards (one American Express and one Capital One) which, at Danby's direction, Jannuzzio opened in Greenville's name and were used for business operations.

Jannuzzio made these financial decisions for Greenville despite his resignation and the fact that the Operating Agreement expressly provided that such authority was vested in Danby as Manager.

86. Danby responded on May 26, 2021, instructing Jannuzzio to cease any financial activities on behalf of Greenville in light of his resignation. Danby also requested that Jannuzzio transfer to Danby access to Greenville's master e-mail account, all Facebook assets, all non-Facebook digital assets, and all merchant services accounts including Shopify and PayPal, in an effort to preserve Greenville's ongoing operations.

87. In response to Danby's reasonable requests to facilitate a smooth transition for the continuity of Greenville's business, Jannuzzio instead chose to further disrupt and harm Greenville, refusing to transfer access to Greenville's online accounts, and cancelling all of Greenville credit cards, with full knowledge of the catastrophic effect such action would have on Greenville's ongoing business operations, particularly with regards to ongoing advertising spending through ad accounts linked to those cards. These actions required Greenville to immediately cancel all ad spending – in particular on Facebook, to prevent flags to its accounts and resulting Facebook asset restrictions, which resulted in substantial damage to Greenville in lost sales. As was well known by Jannuzzio, any failed payments on credit cards linked to Facebook ad accounts negatively impact traffic quality, revenue, and profitability long after.

88. Worse still, at the time he canceled the credit cards, Jannuzzio overpaid the outstanding balances on two of Greenville's credit cards by \$30,506.30 (Chase) and \$3,971.98 (Capital One), so that each credit card company would (and did) issue refunds to Jannuzzio personally as the person whose name was associated with opening these business accounts, preventing Greenville from accessing these funds.

Jannuzzio's Hijacking of Greenville's Online Assets

89. Despite reasonable requests made by Danby as Greenville's Manager, Jannuzzio refused to transfer over his administrative rights to Greenville's online assets or to help to transition any of his roles and work to others, using his administrative control over these assets as leverage in an attempt to force the \$1 million buy-out he sought.

90. By retaining administrative control over Greenville's online assets, Jannuzzio retained unfettered access to virtually every aspect of Greenville's proprietary, confidential, and trade secret information, including its advertising data, customer lists, customer targeting data, vendor data, product launch plans, and product photography. Worse, by refusing to transfer the administrative rights, Jannuzzio blocked Greenville from accessing its own Meta Pixels, Facebook and Instagram advertising accounts and pages, and customized databases used to track and manage the operations of Greenville's online retail stores.

91. Not only did Jannuzzio refuse to provide Greenville with access to these critical assets, but he continued to access these assets himself, all in an effort to promote his new competing business. In the months following his resignation from Greenville, Jannuzzio repeatedly logged into Greenville's Facebook, Instagram, Shopify, and Google accounts to access and convert data that he used for the benefit of Tondo.

92. Jannuzzio also attempted to access Greenville's Infoplus warehouse management software customer account on June 4, 2021, after his resignation. Upon information and belief, Jannuzzio sought such access in order to convert additional information and processes to Tondo and to take steps to harm Greenville's business.

93. Upon information and belief, Jannuzzio even went so far as to remove the credentials of other users who required access to these accounts, effectively locking Greenville

out of its own assets and hampering its operations. By way of example, Danby's access to Greenville's Beachy Boutique and Hermosa Waves Shopify assets was removed.

94. Further, Jannuzzio replaced Greenville's payment information with GoDaddy, the registrar for its web domains, with his own personal credit card information, thus converting the domains for Greenville's online stores to his personal use, and preventing Greenville from controlling or reacquiring them without legal action.

95. Jannuzzio also attempted to maintain sole control over Greenville's Shopify accounts. On August 5, 2021, Greenville submitted a request to change the administrator for its Beachware account from Jannuzzio to Danby, since Jannuzzio refused to do so. On August 11, Shopify made the requested change and removed Jannuzzio's access. That same day, Greenville submitted requests to change the administrator for Brandywine, MySuperhero, and TeachersMerch. Shortly thereafter, Jannuzzio contested this change with Shopify, arguing that the accounts were his personal assets and not Greenville's.

96. Due to the dispute, Shopify, froze the three accounts per its policies, resulting in Greenville losing back-end access to these e-stores until August 17, 2021.

97. Although Greenville could still run ads during this period, it was unable to view revenues; change prices; add, change or delete product listings; transmit orders to its warehouse management system; or import tracking data for orders previously exported. This caused substantial harm to Greenville's ability to operate its business. In particular, Jannuzzio's baseless objection to the administration change rendered Greenville unable to respond to customer inquiries concerning order placement, shipping, tracking information, and more, resulting not only in canceled orders, but negative customer feedback on Greenville's social media posts and ads, which wreaked havoc on their efficacy.

98. On August 17, 2021, Shopify resolved the matter based upon Greenville's provision of proof that is it the true owner of the assets, including proof of prior payments. Thus, Shopify gave administrative control of all Greenville e-stores to Danby and removed Jannuzzio as an administrator.

99. Upon information and belief, the Individual Defendants also logged into Greenville's Time Doctor account, an application used by Greenville to track the time and tasks of Virtual Assistants, on multiple occasions throughout the summer and fall of 2021, enabling them to keep track of Greenville's ongoing operations and business plans, among other things. Upon information and belief, the Individual Defendants took this action to convert any and all useful information obtained to Tondo. This improper access concluded on or about November 4, 2021, when Greenville sought to cancel its Time Doctor account, having realized the Individual Defendants' improper access.

Jannuzzio Lies to Greenville's Business Partners

100. At or around the time of his resignation from Greenville, Jannuzzio, either directly or through those acting at his direction, lied to Greenville's business partners in order to further his scheme of crippling Greenville's business while he launched his competing business.

101. For example, Jannuzzio misrepresented, either directly or through agents at his direction, to vendors that Greenville was going out of business and that they should instead work with Jannuzzio's new business (what he represented to be the *new* Greenville) going forward.

102. Jannuzzio also lied to at least one Greenville vendor, stating either directly or through an agent acting at his direction, that he had been married to the individual responsible for the vendor relationship but that they had now divorced, so the vendor should only contact him going forward.

103. Upon information and belief, Jannuzzio made these misrepresentations to intentionally harm Greenville's vendor relationships and supply chain and in an effort to obtain Greenville's favorable vendor pricing for his own competitive venture.

104. Jannuzzio made his intentions clear, telling one individual that he was "coming for" Danby and everything Danby had, including key members of his workforce.

Nix and Malizia's Resignations and Further Acts of Sabotage

105. From the date of Jannuzzio's departure onwards, Nix had material performance and attendance issues. On June 30, 2021, Danby met with Nix to discuss these things, concerned that Nix intended to take up with Jannuzzio. During that meeting, Nix indicated that he had no desire to go work with Jannuzzio, indeed excoriating Jannuzzio's character, lifestyle, friends and decisions. Nix also confirmed his commitment to Greenville during that meeting.

106. Upon information and belief, Nix made these negative statements about Jannuzzio to mislead Danby and Greenville about his intentions towards the company, as the following day, on July 1, 2021, Nix submitted his two weeks' notice to Greenville. Though he told Danby that he was going to be moving to Florida "to find himself," upon information and belief, Nix was already working for Tondo as part of his scheme with Jannuzzio to first copy and then cripple Greenville's business.

107. Specifically, Nix used his employment with Greenville to engage in corporate espionage and to improperly use Greenville's resources to test products for Tondo's competing stores.

108. For example, Nix instructed a Greenville worker to curate a bohemian-themed collection of jewelry, only to then remove the worker's access to the document containing the relevant data and convert the information for Tondo.

109. Nix similarly insisted that Greenville spend money and other resources testing a police-themed collection in the days before his resignation in order to determine if the line would be profitable for Tondo.

110. On or about July 2, 2021, Jannuzzio solicited Domenic South, an employee of Iron Gate Hardware responsible for shipping for Greenville's various business lines, to join Tondo. On July 6, 2021, South quit his employment without notice.

111. After Nix submitted his notice, Malizia, upon information and belief, pretended that he had no intention of joining Tondo, viciously badmouthing both Jannuzzio and, especially, Nix to Danby.

112. However, on the morning of July 8, 2021, Malizia also quit without notice to go work for Tondo, taking Greenville product samples and staging equipment with him.

113. Upon information and belief, Tondo also employs Tristan Peters, who formerly worked for Iron Gate Hardware, but was terminated for failure to show up for work in the spring of 2021.

Acts of Sabotage Continue in the Weeks and Months Following the Resignations

114. In the weeks following the resignations of Jannuzzio, Nix, and Malizia, they continued to sabotage and disrupt the operation of Greenville's business.

115. Jannuzzio refused to relinquish control over Greenville's Facebook Business Manager accounts and the related pixels, pages and ad accounts, for which he was the designated administrator when employed by Greenville. Because of Jannuzzio's obstruction, Greenville suffered significant losses in its Beachware and MySuperhero stores because they were inaccessible to Greenville for a period of weeks, preventing Greenville from engaging in advertising and other marketing efforts through its Facebook and Instagram pages. This refusal

continued despite demands for access, both from Greenville and its counsel. Eventually, both Beachware and MySuperhero lost all paid Facebook and Instagram traffic to their websites, resulting in both ceasing to be going concerns.

116. Rather than be beholden to Jannuzzio and allow him to hold Greenville's assets hostage, Greenville instead chose to begin its Beachware and MySuperhero online stores anew, launching GoBeachy and GoSuperhero in late 2021 and early 2022. The process of restarting these businesses with new web domains, Business Managers, Meta Pixels, pages, and ad accounts, among other things, required significant expenditures of resources and time which continue to this day.

117. This switchover to new stores yielded further evidence of attempts at sabotage by Jannuzzio and his co-conspirators. For example, within an hour of a member of Tondo's staff learning about GoSuperhero's launch, GoSuperhero had 19 failed attempts to access the password-protected frontend of its website from a computer in Wilmington, Delaware, which, upon information and belief, were committed by or at the direction of the Individual Defendants and their co-conspirators.

Defendants' Copycat Online Stores

Frontline Boutique

118. Tondo's first e-store was Frontline Boutique, which Greenville discovered on or around July 22, 2021 – less than two months after Jannuzzio resigned from Greenville.

119. Frontline Boutique is essentially a carbon copy of Greenville's MySuperhero e-store – an e-store that was tested and refined by Greenville in the first half of 2021 to achieve a huge potential for profitability.

120. The items offered for sale through Frontline Boutique are nearly indistinguishable from MySuperhero's nurse collection, with an opal collection (introduced approximately three

weeks after the launch of the store) that is identical or nearly identical in all respects to the opal collection offered on MySuperhero. The below pictures of MySuperhero designs and product descriptions as compared to their Frontline Boutique counterparts demonstrate this point:

Greenville's MySuperhero Copyrighted Design:



Tondo's Frontline Boutique Copycat Design:



Greenville's MySuperhero Copyrighted Design:



Tondo's Frontline Boutique Copycat Design:



Greenville's MySuperhero Copyrighted Design:



Tondo's Frontline Boutique Copycat Design:



121. A related copyright infringement suit has been initiated against the Individual Defendants and Tondo, among others, for selling or attempting to sell through Frontline Boutique products infringing upon registered designs sold by Greenville. *See Iron Gate Hardware, LLC v. Jannuzzio, et al.*, 2:22-cv-01132 (E.D. Pa. 2022).

122. Additionally, Frontline Boutique has copied the product descriptions, presentation style, pricing, and promotional strategies utilized by MySuperhero for its products. In fact, there

were several instances in which Frontline Boutique plagiarized entire product descriptions from MySuperHero.

123. Upon information and belief, the Individual Defendants learned of and reproduced Greenville's MySuperhero products and information, including information about yet-to-be launched products by logging into the backend of MySuperhero's Shopify e-store (i.e., the business administrative side, rather than the customer-facing side), which they did without Greenville's authorization or knowledge.

124. Also, upon information and belief, the Individual Defendants used the data from Greenville's trade secret databases, improperly and unlawfully obtained from Greenville, to immediately stock Frontline Boutique with products known to be successful (known as "winners" in eCommerce) and target Facebook and Instagram users through interests and behaviors previously identified through Greenville's research and testing.

Armed Forces Boutique

125. Tondo's second store, identified by Greenville on or about October 13, 2021, was Armed Forces Boutique.

126. Again, like Frontline Boutique, the products offered for sale on Armed Forces Boutique are identical or nearly identical to the items sold in Greenville's MySuperhero military-themed collection – a collection that, like the nurse-themed collection, was curated and/or designed after extensive testing and development. The below pictures of MySuperhero designs and product descriptions as compared to their Armed Forces Boutique counterparts well-illustrate this point:

Greenville’s MySuperhero Copyrighted Design:

Free shipping for orders over \$35 us

Home Shop All Collections About Us

Army Mom Necklace

★★★★★ 15 reviews

~~\$19.99~~ **\$9.95** SALE

Quantity:

ADD TO CART

Buy with Pay

More payment options

Buy More, Save More

Minimum Qty	Discount
5+	10% off
10+	15% off

Get It!

Tondo’s Armed Forces Boutique Copycat Design:

Free shipping for orders over \$30 us

Army Mom Necklace

★★★★★ 13 reviews

~~\$32.98~~ **\$12.95** Sale

Quantity:

ADD TO CART

Buy with Pay

More payment options

BUY MORE, SAVE MORE: ADD ANY PRODUCTS THAT ARE OVER \$10 FROM OUR STORE AND RECEIVE COMBINED ADDITIONAL DISCOUNTS

Quantity	Additional Discount
2	10%
3	15%
4+ (Most Popular)	20%

★ Rewards

Greenville’s MySuperhero Design:

Free shipping for orders over \$35 us

Army Strong Necklace

★★★★★ 8 reviews
\$9.95 ~~\$19.99~~ **SALE**

Quantity:

ADD TO CART

Buy with Pay

More payment options

Buy More, Save More

Minimum Qty	Discount
5+	10% off
10+	13% off
15+	18% off

This website uses cookies to ensure you get the best experience on our website. [Learn more](#)

FREQUENTLY BOUGHT TOGETHER Got it!

Tondo’s Armed Forces Boutique Copycat Design:

Free shipping for orders over \$30 us

Army Strong Necklace

★★★★★ 2 reviews
\$34.98 ~~\$13.95~~ **Sale**

Quantity:

ADD TO CART

Buy with Pay

More payment options

BUY MORE, SAVE MORE: ADD ANY PRODUCTS THAT ARE OVER \$10 FROM OUR STORE AND RECEIVE COMBINED ADDITIONAL DISCOUNTS

Quantity	Additional Discount
2	10%
3	15%
4+ (Most Popular)	20%

Rewards

127. A related copyright infringement suit has been initiated against the Individual Defendants and Tondo, among others, for selling or attempting to sell through Armed Forces Boutique products infringing upon registered designs sold by Greenville. *See Iron Gate Hardware, LLC v. Jannuzzio, et al.*, 2:22-cv-01132 (E.D. Pa. 2022).

128. Armed Forces Boutique also mimics relevant product descriptions, presentation style, pricing, and promotional strategies used for Greenville’s MySuperhero military-themed business line.

129. Upon information and belief, the Individual Defendants obtained this information, without Greenville’s authorization, knowledge, or permission, by logging into the backend (i.e., the business administrative side, rather than the customer-facing side) of MySuperhero’s Shopify site, and then stealing and misappropriating Greenville’s data.

130. They then used this improperly obtained information to stock Armed Forces Boutique with “winners” and to target Facebook and Instagram users with similar interests – information that required significant effort on the part of Greenville to collect, mine, digest and monetize for its own benefit and not for the benefit of Tondo. However, as a result of Defendants misappropriating Greenville’s information, copying its products and its internal customer data to target customers of its own, Tondo was able to target and attract Greenville’s customers to advance its own copycat product line.

Sunset Boutique

131. In or around mid-March of 2022, Greenville discovered Tondo’s third copycat eCommerce store, Sunset Boutique, which appears to have been created as early as August 20, 2021, when it made its first Facebook post. This store began selling products on or about mid-February 2022.

132. This e-store is nearly identical to Greenville’s Beachware line in terms of products offered, product descriptions, presentation style, pricing, and promotional strategies.

133. In fact, the “About Us” section of Sunset Boutique’s website claims that the company has been “[d]esigning and selling beach jewelry from Ocean City, Maryland since 2019,” the year Greenville’s Beachware was created and years before Tondo or its new line even existed. *See* <https://sunsetboutique.com/pages/about-us> (last visited 8/12/2022).

134. The vast majority of the items sold on Sunset Boutique are “winners” that had been tested, developed, and curated by Greenville for sale by its Beachware store; information that, upon information and belief, the Individual Defendants obtained without permission or authorization by logging into the backend of Beachware’s Shopify site (i.e., the business administrative side, rather than the customer-facing side).

135. Using this data misappropriated from Greenville, Tondo could further target Facebook and Instagram users as potential customers based on their interests and behaviors – information that Greenville developed at great expense and through substantial effort, to identify, collect, collate and analyze for its own benefit.

COUNT ONE
VIOLATION OF FEDERAL DEFEND TRADE SECRETS ACT
18 U.S.C. § 1836
(AGAINST ALL DEFENDANTS)

136. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants’ conduct, as though fully set forth herein.

137. Greenville is the owner of certain Trade Secret Information and other proprietary or confidential information relating to its sale of jewelry under its various business lines. Greenville’s Trade Secret Information includes, but is not limited to, the following information:

- a. Vendor pricing, cost structure, revenue, unit sales, lists of products to be launched, and other financial data for operating its online jewelry business;
- b. Data and information about Greenville customers, and prospective customers, including customer lists, customer demographics, and customer contact information;
- c. Data collected and maintained through Facebook Business Managers, Facebook assets, and Shopify accounts customized to Greenville's specialized business processes including pages, ad accounts, and Meta Pixels, which allow Greenville to see individualized and customized customer and purchasing trends for its business lines (e.g., products purchased, order values, spend, and content views, among other things); and
- d. Proprietary databases specially designed by Greenville which collect, collate and organize data from various sources, including Facebook, Shopify, Instagram and Google, to allow for the manipulation and mining of that data for actionable intelligence to support the efficient operation and management of an online jewelry business that operates across many online platforms.

This Trade Secret Information is described in more detail above and includes financial, business, and/or economic information that is used in or intended for use in interstate commerce and that accordingly constitutes "trade secrets" under 18 U.S.C. § 1839(3).

138. Greenville has taken reasonable steps to maintain the secrecy of its Trade Secret Information including by, among other things, maintaining electronic security measures such as using password protections and limiting user access within Greenville to restrict the use and distribution of the Trade Secret Information. In particular, Greenville's vendor pricing, cost structure information, revenues, unit sales, new product, and customer information was limited to

certain individuals who were provided with administrative access to Greenville's Shopify sites, which access was restricted by username and password. Similarly, all of Greenville's Facebook, Instagram, and other Meta assets were able to be used and accessed only by those granted administrative rights, which were restricted by username and password, to those assets. Greenville's proprietary databases also had restricted access with password protection. Indeed, until Jannuzzio prevailed upon the individual who created these databases to move them to the G-Suite, that person was the only individual with direct access. Moreover, several individuals executed non-disclosure agreements with Greenville covering this data.

139. Greenville's Trade Secret Information derives independent economic value from not being generally known to or readily ascertainable through proper means by another person who can obtain economic value from the disclosure and use of such information and has conferred a competitive advantage on Greenville over others in the relevant market. In particular, Greenville's vendor pricing and cost structure information is closely-held information that would otherwise allow competitors leverage in negotiating with Greenville's vendors. Greenville's revenues, unit sales, new product and customer information derive value from not being generally known as such information would aid potential competitors in entering into the eCommerce jewelry market with, effectively a business blueprint to go after Greenville's customer base. Similarly, Greenville's Facebook, Instagram, and other Meta assets, as well as its proprietary databases, are veritable treasure troves of valuable information that can be manipulated and mined for insights to target new and repeat customers. This valuable data only exists because of Greenville's investment of tens of millions of dollars in advertising and its own work to collect, mine and analyze this data for actionable intelligence it then directly uses to construct its marketing campaigns.

140. Other than through the Individual Defendants' improper disclosure, Greenville's Trade Secret Information is neither known by nor readily ascertainable by proper means to other persons who could derive value from their disclosure or use.

141. The Individual Defendants misappropriated Greenville's Trade Secret Information by improper means and without authorization, including by: (1) taking without authorization Greenville's proprietary databases and customer lists and information while the Individual Defendants were still employed by Greenville; and (2) accessing and exporting from Greenville's Shopify accounts and Facebook assets revenue, unit sales, new product, ad spending, customer lists and data, and other information after their employment ended. Defendants then, among other things, used this misappropriated information to commercialize identical or nearly identical competing jewelry products, as well as in the other ways described above.

142. By knowingly accepting this misappropriated information from the Individual Defendants, and then using that information for its own financial benefit, Tondo also misappropriated Trade Secret Information.

143. Defendants' actual and threatened use and disclosure of Greenville's Trade Secret Information constitutes misappropriation because, among other reasons, at the time of such use and disclosure, Defendants knew or had reason to know that their knowledge of the Trade Secrets was derived through persons who owed duties to Greenville to maintain the secrecy of the Trade Secret Information.

144. Defendants' misappropriation comprises acts, including without limitation use of Greenville's Trade Secret Information, on or after the date of the enactment of the Defend Trade Secrets Act, May 11, 2016.

145. Defendants' current and continued misappropriation of Greenville's Trade Secret Information is willful, reckless and malicious. Defendants know of the confidentiality, and ownership of the Trade Secret Information.

146. By reason of the above-alleged acts and misconduct of Defendants, Greenville has been damaged, and it will continue to suffer great and irreparable harm and damage. Specifically, due to Defendants' improper actions, Greenville has been forced to expend significant time and effort to rebuild and re-launch its business lines with new web domains and digital advertising assets, has lost customers and sales due to shutdowns to its digital assets orchestrated by the Defendants, as well as Tondo's continued targeting of its customer base based on its improper use of Greenville's Trade Secret Information.

147. Wherefore, Greenville requests that this Court enter judgment in its favor including injunctive relief, actual damages, damages for any unjust enrichment caused by Defendants' misappropriation, exemplary damages, attorneys' fees, and such other relief as this Court deems appropriate.

COUNT TWO
MISAPPROPRIATION OF TRADE SECRETS
12 Pa. C.S. § 5301, *et seq.*
(AGAINST ALL DEFENDANTS)

148. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

149. The Individual Defendants each acquired access to and knowledge of certain of Greenville's Trade Secret Information during the course of their employment with Greenville, or through unauthorized access to Greenville's virtual assets after their respective resignations from Greenville. Such Trade Secrets Information includes, but is not limited to:

- a. Vendor pricing, cost structure, revenue, unit sales, lists of products to be launched, and other financial data for operating its online jewelry business;
- b. Data and information about Greenville customers, and prospective customers including customer lists, customer demographics, and customer contact information;
- c. Data collected and maintained through Facebook Business Managers, Facebook assets, and Shopify accounts customized to Greenville's specialized business processes including pages, ad accounts, and Meta Pixels, which allow Greenville to see individualized and customized customer and purchasing trends for its business lines (e.g., products purchased, order values, spend, and content views, among other things); and
- d. Proprietary databases specially designed by Greenville which collect, collate and organize data from various sources, including Facebook, Shopify, Instagram and Google, to allow for the manipulation and mining of that data for actionable intelligence to support the efficient operation and management of an online jewelry business that operates across many online platforms.

As discussed above and further below, this information provides highly guarded and valuable insight into the eCommerce jewelry market, including market opportunities, and information concerning customers' identities and specific product preferences.

150. Upon information and belief, the Individual Defendants unlawfully retained Greenville's Trade Secret Information on personal computers, mobile devices, and elsewhere, without Greenville's express or implied consent after their resignations from Greenville. The Individual Defendants then used and disclosed Greenville's Trade Secret Information for their

personal benefit and for the benefit of Tondo, as well as its business lines, Frontline Boutique, Armed Forces Boutique, and Sunset Boutique, which the Individual Defendants operate in direct competition with Greenville and using Greenville's own assets and Trade Secret Information they misappropriated from Greenville in a coordinated effort to target and convert Greenville's customers and put Greenville out of business. In particular, Defendants used the Trade Secret Information to develop Tondo's business model, and to develop business lines and products identical or nearly identical to certain of Greenville's business lines and products in furtherance of their scheme to compete unfairly with Greenville. By accepting this information, Tondo too engaged in misappropriation.

151. Defendants' conduct constitutes unlawful misappropriation of trade secrets in violation of the Pennsylvania Uniform Trade Secrets Act 12 Pa.C.S. § 5301 *et seq.*

152. Greenville's Trade Secret Information is not available to the general public, could not originate with another party, and was compiled and/or created at substantial expense to Greenville. Specifically, much of the stolen data is the result of Greenville's investment of tens of millions of dollars in social media advertising.

153. Greenville has taken reasonable and substantial steps to maintain the secrecy of its Trade Secret Information, including by, among other things, maintaining electronic security measures such as using password protections and limiting user access within Greenville to restrict the use and distribution of the Trade Secret Information. In particular, Greenville's vendor pricing, cost structure information, revenues, unit sales, new product, and customer information was limited to certain individuals who were provided with administrative access to Greenville's Shopify sites, which access was restricted by username and password. Similarly, all of Greenville's Facebook, Instagram, and other Meta assets were able to be used and accessed

only by those who were granted administrative rights, which were restricted by username and password, to those assets. Greenville's proprietary databases also had restricted access with password protection. Indeed, until Jannuzzio prevailed upon the individual who created these databases to move them to the G-Suite, that person was the only individual with direct access. Moreover, upon information and belief, several individuals executed confidentiality agreements with Greenville covering this data.

154. Greenville's Trade Secret Information could not easily be duplicated and derives independent economic value from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from their disclosure or use. In particular, Greenville's vendor pricing and cost structure information is closely-held information that would otherwise allow competitors leverage in negotiating with Greenville's vendors or other jewelry vendors. Greenville's revenues, unit sales, new product and customer information derive value from not being generally known as such information would aid potential competitors in entering into the eCommerce jewelry market with, effectively a business blueprint to go after Greenville's customer base. Similarly, Greenville's Facebook, Instagram, and Meta assets, as well as its proprietary databases are veritable treasure troves of valuable information that can be manipulated and mined for insights to target new and repeat customers. This valuable data only exists because of Greenville's investment of tens of millions of dollars in advertising and its own work to collect, mine and analyze this data for actionable intelligence it then directly uses to construct its marketing campaigns.

155. Greenville's Trade Secret Information provides Greenville with a competitive advantage in the marketplace.

156. Use of Greenville's Trade Secret Information unjustly enriches Defendants by providing them with detailed blueprints for running a successful eCommerce jewelry store targeting Greenville's customer base.

157. Defendants' conduct has been intentional, willful, and malicious, and undertaken with reckless indifference to, and an intent to harm, Greenville.

158. As a direct and proximate result of the Individual Defendants' misappropriation of Greenville's Trade Secret Information, and Defendants' subsequent use of that information for their own financial benefit, Greenville has suffered, is suffering, and will continue to suffer incalculable financial loss, permanent irreparable harm, loss of the confidentiality of its proprietary business information, goodwill, business opportunity, and other continuing harm, as well as other damages including attorneys' fees and costs.

159. Wherefore, Greenville requests that this Court enter judgment in its favor including injunctive relief, actual damages, damages for any unjust enrichment caused by Defendants' misappropriation, exemplary damages, attorneys' fees and costs, and such other relief as this Court deems appropriate.

COUNT THREE
COMMON LAW UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

160. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

161. Defendants' actions as described in detail above establish Defendants' liability for unfair competition:

- a. They have made false representations in connection with their efforts to commercialize Tondo's products, which are in direct competition with Greenville's

products. Specifically, they have misrepresented to Greenville's vendors that they were taking over from Greenville, misrepresenting that Greenville was going out of business or that, as a result of a divorce, Jannuzzio would be taking over control of Greenville's business;

b. They have taken affirmative steps to lock Greenville out of its own key data and resources. Specifically, Defendants locked Greenville out of its Google, PayPal and Instagram accounts by installing two-factor authentication to those accounts requiring authentication from Jannuzzio's personal cell phone. Defendants also locked Greenville out of its Shopify accounts, Facebook Business Managers, and other social media assets by refusing to transfer administrative access to same. Further, they cancelled all of Greenville's credit cards without warning, stripping Greenville of operating capital and preventing it from engaging in normal advertising spending;

c. They have improperly attempted to assert ownership over Greenville's Shopify accounts causing Shopify to suspend Greenville's access;

d. They have improperly converted Greenville's web domains preventing Greenville from using them;

e. They have misappropriated confidential and proprietary information including information regarding successful Greenville products and unlaunched Greenville products, improperly using Greenville's own assets and resources against it so Defendants could launch their own targeted marketing campaigns, to sell nearly identical products to specific customers and customer bases identified by Greenville based on data and information mined from Greenville resources, all used to directly compete with Greenville;

f. They have intentionally copied the design of Greenville's most successful products to replicate Greenville's efforts, not only manufacturing identical or nearly identical products, but also copying, often word for word, Greenville's product descriptions and replicating Greenville's marketing photos, all in an effort to confuse the consuming public and steal Greenville's customers; and

g. They have improperly used individuals working on behalf of Greenville and Greenville resources to develop and begin a directly competitive business venture by researching bohemian and police-themed product lines only to convert that information to Tondo.

162. All of this conduct was in an effort to obtain an unfair competitive advantage in the marketplace vis-à-vis Greenville.

163. Defendants' actions have been willful and wanton and were carried out with the specific intent to injure Greenville in the conduct of its business and to gain an unfair competitive advantage over Greenville.

164. As a result of Defendants' unfair competition, Greenville has suffered, and will continue to suffer, substantial and irreparable damage including incalculable financial loss in the form of lost sales, permanent irreparable harm due to the loss of its web domains and social media assets, loss of the confidentiality of its proprietary business information, loss of goodwill, loss of business opportunity, and other continuing harm, as well as other damages including attorneys' fees and costs.

165. Defendants' tortious conduct is a direct and proximate cause of Greenville's damages.

166. Wherefore, Greenville requests that this Court enter judgment in its favor including injunctive relief, actual damages, incidental and consequential damages as permitted by law, restitution of all losses it has suffered, an equitable accounting of and the disgorgement of any income, profits, pecuniary benefits, and all illicitly obtained gains or profits resulting from Defendants' unfair competition, pre-judgment and post-judgment interest, punitive damages, and such other relief as this Court deems appropriate.

COUNT FOUR
CONVERSION
(AGAINST JANNUZZIO, NIX AND TONDO)

167. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

168. Greenville owns, *inter alia*, the domains [www.mysuperherco](http://www.mysuperherco.com), www.beachware.co, and www.brandywineboutique.co, which were acquired at Danby's direction for the benefit of Greenville, and websites were created at those web domains for Greenville's businesses including, but not limited to, MySuperHero, Beachware and Brandywine. These websites were developed by Jannuzzio and Nix at Danby's direction and as works for hire within Jannuzzio and Nix's job responsibilities before they resigned from Greenville.

169. By replacing Greenville's payment information with a personal credit card and claiming ownership of Greenville's web domains, Jannuzzio has unlawfully exercised dominion and control over Greenville's property. As a result, Greenville is no longer able to use these domains as Jannuzzio could stop paying for them at any time, leading to a shut down.

170. Greenville also owns significant Facebook digital assets. These assets include but are not limited to: the Greenville Ventures Facebook Business Manager, the Beachworld

Business Manager, the Brandywine Boutique Business Manager, and the MySuperhero Business Manager, each of which houses various related assets including Meta Pixels, ad accounts, Facebook Pages and/or Instagram pages. These Business Managers and assets were created and developed for Greenville's benefit at Danby's direction as works for hire.

171. By refusing to transfer the Facebook Business Managers to the Facebook profiles of different individuals after their resignations, Jannuzzio and Nix have unlawfully exercised dominion and control over Greenville's property, preventing Greenville from accessing these assets.

172. Greenville owns proprietary databases, which automatically collect and collate sales, profitability, and marketing data from various sources, as described in detail above. These databases are veritable treasure troves of data that aid Greenville in planning future advertisements, sales, products, and business lines to enhance and increase profitability. These databases were created as works for hire for Greenville's exclusive use, using Greenville's data.

173. Just prior to his resignation, Jannuzzio directed that these proprietary databases be moved to the Greenville Ventures G-Suite, which he had sole administrative access to, thereby unlawfully exercising dominion and control over Greenville's property, and preventing anyone else from Greenville from having access to this critical information.

174. Greenville owns an iCloud account, which is a cloud storage system used for its product photography and graphic design, among other things, providing details as to product and presentation ideas. The photography contained in Greenville's iCloud account was created as works for hire for Greenville.

175. As a Greenville employee, Jannuzzio had sole administrative access to Greenville's iCloud account. Upon his resignation, Jannuzzio refused to transfer administrative

access to this account, which housed Greenville's product photography, including for unlaunched products, among other things, allowing him to convert this Greenville property for Tondo's use.

176. Jannuzzio, Nix, and Tondo have collectively deprived Greenville of its right of property in, or use or possession of its various web domains, the aforementioned Facebook Business Managers and assets, the proprietary databases, and its iCloud account without Greenville's consent and without lawful justification, and for the purpose of setting up a competing business under Tondo and preventing Greenville from having any further access to this critical information.

177. Greenville has been and will continue to be damaged by Jannuzzio, Nix and Tondo's conduct. Such damages include the costs of re-creating much of the misappropriated property, and the damages resulting from Defendants' unfair competition against Greenville.

178. Wherefore, Greenville requests that this Court enter judgment in its favor including actual damages, incidental and consequential damages as permitted by law, restitution of all losses it has suffered, an equitable accounting of and the disgorgement of any income, profits, pecuniary benefits, and all illicitly obtained gains or profits resulting from the Individual Defendants' conversion, punitive damages, costs, and such other relief as this Court deems appropriate.

COUNT FIVE
CIVIL CONSPIRACY
(AGAINST THE INDIVIDUAL DEFENDANTS)

179. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

180. The Individual Defendants entered into a conspiracy to set up a company, Tondo, and several business lines, including Sunset Boutique, Frontline Boutique, and Armed Forces Boutique to directly compete with Greenville through the following steps, among others:

- a. Acquiring, disclosing, and using Greenville's confidential, proprietary and Trade Secret Information to establish a competing company;
- b. Acquiring, disclosing, and using Greenville's proprietary processes and practices in setting up its organization and facilities;
- c. Acquiring, disclosing, and using Greenville's confidential and proprietary way of conducting business;
- d. Acquiring, disclosing, and using Greenville's customer data and marketing information;
- e. Developing product lines competitive to and interchangeable with certain of Greenville's product lines;
- f. Improperly acquiring, disclosing, and using Greenville's research and product information; and
- g. Soliciting and hiring individuals working for Greenville and Greenville customers.

181. Defendants' conspiracy has, at all times, involved a combination of two or more persons (the Individual Defendants) acting with a common purpose to do an unlawful act or to do a lawful act by an unlawful means or for an unlawful purpose.

182. This combination of Defendants has, at all times, specifically intended to injure Greenville.

183. The actions of this combination of Defendants, including, but not limited to, the overt actions set forth in Paragraphs 69-135 above, were taken pursuant to and in furtherance of the conspiracy's common purpose to found and develop a business that directly competes with Greenville through unlawful means.

184. Greenville has suffered, and will continue to suffer, substantial and irreparable damages as a result of the Individual Defendants' conspiracy and tortious conduct, including but not limited to substantial lost profits, and the cost of re-creating various business assets that these Defendants precluded Greenville from using.

185. WHEREFORE, Greenville respectfully requests that this Court enter judgment in its favor including actual damages, incidental and consequential damages as permitted by law, restitution of all losses it has suffered, an equitable accounting of and the disgorgement of any income, profits, pecuniary benefits, and all illicitly obtained gains or profits resulting from the Individual Defendants' civil conspiracy, and all other equitable relief as the Court may deem appropriate.

COUNT SIX
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS
(AGAINST JANNUZZIO)

186. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

187. During the time that Jannuzzio worked for Greenville, Greenville had existing contractual relationships with American Express, Capital One and Chase for corporate credit cards. Indeed, Jannuzzio was the individual who originally opened these accounts on behalf of Greenville, at Danby's request.

188. During the time that Jannuzzio worked for Greenville, Greenville had an existing contractual relationship with GoDaddy for the provision of website domains, including, but not limited to, www.mysuperhero.co, www.beachware.co, and www.brandywineboutique.co.

189. During the time that Jannuzzio worked for Greenville, Greenville had an existing contractual relationship with Shopify for customized websites located at the web addresses represented by the GoDaddy domains. Greenville's Shopify stores were set up by Jannuzzio and Nix, at Danby's direction, while they were employed by Greenville as works for hire within their job responsibilities. The Shopify stores were paid for with Greenville resources.

190. During the time that Jannuzzio worked for Greenville, Greenville had existing contractual relationships with Facebook related to its various Business Managers and the assets housed therein, related to each of its business lines.

191. During the time that Jannuzzio worked for Greenville, Greenville had an existing contractual relationship with Google for business e-mail, Google Drive, Google Sheets and Google Analytics.

192. During the time that Jannuzzio worked for Greenville, Greenville had an existing contractual relationship with PayPal to both receive funds from customers and to pay certain vendors.

193. During the time that Jannuzzio and Nix worked for Greenville, Greenville had existing contractual relationships with various Virtual Assistants, who were paid through PayPal and/or Upwork.

194. Jannuzzio knew or should have known about Greenville's contractual relationships with these companies and Virtual Assistants as a member of Greenville and has

knowingly and intentionally tortiously interfered with these companies' contractual relationships with Greenville.

195. Jannuzzio has tortiously interfered with Greenville's contractual relationship with American Express by cancelling Greenville's three credit card accounts without notice to Greenville or any attempt to properly transfer these accounts, stripping Greenville of operating capital in the form of credit lines needed to run ads, as well as its credit history with American Express which allowed for higher credit limits, forcing Greenville to start from scratch.

196. Jannuzzio has also tortiously interfered with Greenville's contractual relationship with Chase Bank by cancelling Greenville's Chase company credit card without notice to Greenville or any attempt to transfer the account, stripping Greenville of operating capital in the form of a credit line, as well as its credit history with Chase which allowed for higher credit limits, forcing Greenville to re-establish credit with Chase and open a new account. In addition, just prior to closing out the Chase account, upon information and belief, Jannuzzio improperly and without authorization, intentionally overpaid the Chase credit card by \$30,506.30 using Greenville funds, which funds Greenville has not been able to get back because the relevant card account was opened by Jannuzzio, and the refund check was written to him personally.

197. Jannuzzio has tortiously interfered with Greenville's contractual relationship with Capital One by cancelling Greenville's Capital One credit card without notice to Greenville or any attempt to transfer the account, stripping Greenville of operating capital in the form of a credit line. In addition, just prior to closing out the Capital One account, upon information and belief, Jannuzzio improperly and without authorization, intentionally overpaid the Capital One credit card by \$3,971.98 using Greenville funds, which funds Greenville has not been able to get

back because the relevant card account was opened by Jannuzzio, and the refund check was written to him personally.

198. Jannuzzio has tortiously interfered with Greenville's contractual relationship with GoDaddy by refusing to provide Greenville with administrative access to its GoDaddy account post-resignation. Upon information and belief, after cancelling all of Greenville's corporate credit cards, Jannuzzio used his administrative access to Greenville's GoDaddy account to substitute in one or more personal payment methods for the Greenville credit cards he cancelled in an effort to assert dominion and control over the GoDaddy account and the relevant domains, despite the domains having been bought and paid for with Greenville funds.

199. Jannuzzio tortiously interfered with Greenville's contractual relationship with Shopify by refusing to turn over administrative access to Greenville's Shopify accounts to Greenville post-resignation, falsely contending that he was the owner of the accounts. As a result, Greenville was forced to incur expenses to challenge Jannuzzio's assertion of control over its accounts, providing detailed documentation establishing its true ownership of the Shopify accounts and the relevant e-stores. Jannuzzio challenged these requests, and upon information and belief, his challenge resulted in three of Greenville's Shopify accounts being frozen for several days while Shopify deliberated. While Greenville was ultimately successful in obtaining the transfer of its Shopify accounts back to the company, Greenville sustained damages as a result of Jannuzzio's baseless claims of account ownership.

200. Jannuzzio has tortiously interfered with Greenville's contractual relationship with Facebook by refusing to turn over administrative access to the Business Managers and assets created for Greenville's business lines post-resignation. As a result, Greenville has been forced

to create new Business Managers and assets from scratch for its business lines, at the expense of significant time and money.

201. Jannuzzio has tortiously interfered with Greenville's contractual relationship with Google by refusing to turn over administrative access to Greenville's various Google applications (its "G-Suite") post-resignation. As a result, Greenville was forced to abandon its G-Suite, and obtain a new Google account and start from scratch in developing and adapting these business tools for its purposes.

202. Jannuzzio has tortiously interfered with Greenville's contractual relationship with PayPal, Google and Instagram by adding two-factor authentication to the accounts, using his personal cell phone number as a required authentication device so no one could access these accounts except him just days prior to his resignation, and by refusing to transfer the two-factor authentication to an individual currently employed by Greenville, thereby preventing Greenville from directly accessing these accounts.

203. Jannuzzio has tortiously interfered with Greenville's contractual relationships with its Virtual Assistants who were paid either through its PayPal or Upwork accounts by preventing Greenville from accessing its PayPal and Upwork accounts and paying them. Jannuzzio and Nix also tortiously interfered with these contractual relationships by improperly attempting to solicit the Virtual Assistants to work for Tondo instead of Greenville, after orchestrating a situation in which the Virtual Assistants for Greenville went unpaid for weeks.

204. Jannuzzio acted without privilege or justification in interfering with Greenville's contractual relationships with American Express, Chase, Capital One, GoDaddy, Shopify, Facebook, Google, PayPal, Instagram and its Virtual Assistants.

205. Jannuzzio's interference with Greenville's contractual relationships was willful and wanton and has been carried out with a specific intent to injure Greenville in the conduct of its business.

206. Greenville has suffered, and will continue to suffer, substantial and irreparable damage as a result of Defendants' tortious conduct.

207. Wherefore, Greenville requests that this Court enter judgment in its favor including actual damages, incidental and consequential damages as permitted by law, restitution of all losses it has suffered, an equitable accounting of and the disgorgement of any income, profits, pecuniary benefits, and all illicitly obtained gains or profits resulting from Jannuzzio's tortious interference, punitive damages, costs, and such other relief as this Court deems appropriate.

COUNT SEVEN
BREACH OF FIDUCIARY DUTY – DUTY OF LOYALTY
(AGAINST THE INDIVIDUAL DEFENDANTS)

208. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

209. Under Pennsylvania law, during the term of their employment with Greenville, the Individual Defendants owed Greenville a duty of loyalty, diligence, and faithful service.

210. During the period of their employment, the Individual Defendants were obligated not to act or to agree to act for persons, entities, or purposes whose interests would conflict with those of Greenville in matters for which they were employed by Greenville.

211. In derogation of these duties and good conscience, however, the Individual Defendants purposefully diverted their efforts, and Greenville's resources, during their time as Greenville employees, towards the establishment of Tondo and its business lines Frontline

Boutique, Armed Forces Boutique, and Sunset Boutique to compete directly with and harm Greenville.

212. While Jannuzzio and Nix were permitted, pursuant to the terms of Greenville's Operating Agreement, to compete with Greenville, *see* Exhibit A, Greenville Operating Agreement at § 6.05, this does not permit them to steal from Greenville or use its assets and information against its interests or to sabotage its ongoing business operations while still employed by Greenville. The Defendants' actions went well beyond simple competition to a complete dereliction of all duties owed to Greenville in favor of a competing venture using Greenville's own assets and resources to its detriment, with the specific intent to harm Greenville.

213. Not only did Jannuzzio and Nix use time that they were supposed to be working for Greenville to instead plot the start-up of a competing business, but they used business hours to misappropriate Greenville's resources including, among other things, trade secrets, and confidential and propriety business information, including but not limited to, Greenville's customer data, Greenville's proprietary databases, Greenville's Facebook Business Managers and other social media assets, vendor pricing information, Greenville's product photography, and Greenville's customer inquiry responses in order to give themselves a veritable blue print for Tondo to not only compete with Greenville, but also harm to Greenville's ability to operate.

214. Not only did Jannuzzio obtain access to Greenville's customer data, customer inquiry responses, and vendor information, but he had its proprietary databases transferred into a location over which he exercised sole administrative control.

215. Nix used his employment with Greenville to run market tests using Greenville resources and at Greenville's expense, only to use the results of that testing to benefit Tondo.

Specifically, in his final days with Greenville, Nix had preliminary research conducted on police-themed and bohemian-themed lines of jewelry using Greenville's resources, and then, upon information and belief, took that research with him to Tondo for development into new Tondo product lines.

216. Malizia also used his continued employment with Greenville to benefit Tondo by, upon information and belief, spying on and misdirecting Greenville as to Jannuzzio and Nix's conduct and intentions. In particular, Malizia told Danby that he had no intention of going to Tondo in an effort to engender Danby's trust and obtain information that could be used to Tondo's advantage. Moreover, when Malizia defected to Tondo, he took Greenville product samples with him.

217. Upon information and belief, the Individual Defendants continue to use the aforementioned misappropriated information for Tondo's benefit.

218. In equity and good conscience, each of the Individual Defendants was bound to act in good faith and with due regard to the interests of Greenville while employees of Greenville.

219. Upon information and belief, the Individual Defendants acted intentionally, willfully, maliciously, and with reckless disregard for Greenville's rights, and with the specific intent to injure Greenville in its business.

220. Greenville has suffered, and will continue to suffer, substantial and irreparable damage, including but not limited to, loss of the confidentiality of its proprietary business information, goodwill, business opportunities, and other damages, as a result of the Individual Defendants' tortious conduct.

221. The Individual Defendants' tortious conduct is a direct and proximate cause of Greenville's damages.

222. Wherefore, Greenville requests that this Court enter judgment in its favor including actual damages, incidental and consequential damages as permitted by law, restitution of all losses it has suffered, an equitable accounting of and the disgorgement of any income, profits, pecuniary benefits, and all illicitly obtained gains or profits resulting from the Individual Defendants' breach of duty, punitive damages, costs, and such other relief as this Court deems appropriate.

COUNT EIGHT
UNJUST ENRICHMENT
(AGAINST ALL DEFENDANTS)

223. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

224. The Individual Defendants have benefitted from Greenville by misappropriating Greenville's Trade Secret Information or other confidential, proprietary information that may be determined not to be Greenville's Trade Secret Information, as well as its intellectual property. The Individual Defendants have accomplished this by taking without authorization this information while Defendants were still employed by Greenville, by inducing individuals working for Greenville to disclose such information without authorization to Defendants, and, upon information and belief, by misappropriating such information after they resigned from Greenville. In particular, the Individual Defendants have misappropriated, *inter alia*, Greenville's customer lists and data, proprietary databases, web domains, Facebook Business Managers and other social media assets, vendor pricing information, as well as revenue and unit sales information.

225. All Defendants have accepted those benefits by using Greenville's Trade Secret Information, intellectual property and other confidential and proprietary business information to form a competing business venture, Tondo, and its various competing business lines. Defendants were unjustly enriched by obtaining the benefits of this information without having to expend the millions of dollars Greenville invested to collect and synthesize this information – effectively lowering the barriers to Tondo's entry into the eCommerce jewelry industry.

226. Defendants have improperly retained those benefits based upon their use of Greenville's Trade Secret Information, intellectual property and other confidential and proprietary business information to form and operate a competing business venture. In particular, Defendants were able to convert sales and customers to Tondo resulting in lost profits, lost business opportunities and good will that was rightly Greenville's.

227. Defendants' use of all of Greenville's business know-how to duplicate its entire business, without expending the millions in start-up costs that Greenville spent to develop and hone its business indicates that Tondo's entire business value constitutes unjust enrichment.

228. Defendants have thus been unjustly enriched and restitution and repayment are due to Greenville.

229. It is inequitable and against good conscience to allow Defendants to retain the Trade Secret Information, intellectual property and other confidential and proprietary business information of Greenville under these circumstances.

230. Wherefore, Greenville requests that this Court enter judgment in its favor including actual damages, incidental and consequential damages as permitted by law, disgorgement of the amount by which Defendants were unjustly enriched, punitive damages, costs, and such other relief as this Court deems appropriate.

COUNT NINE
VIOLATION OF THE STORED COMMUNICATIONS ACT
18 U.S.C. § 2701, *et seq.*
(AGAINST THE INDIVIDUAL DEFENDANTS)

231. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

232. 18 U.S.C. § 2707(a) creates a civil cause of action for violation of the Stored Communications Act ("SCA") against any person who "intentionally accesses without authorization a facility through which an electronic communication service is provided," or any person "who intentionally exceeds an authorization to access that facility; and thereby obtains, alters or prevents authorized access to a wire or electronic communication while it is in electronic storage in such a system." 18 U.S.C. § 2701(a).

233. As shown in the conduct described throughout this Complaint, the Individual Defendants intentionally and willfully accessed and obtained stored electronic information and electronic communications without authorization or in excess of their authorization from Greenville, including but not limited to, the communications and information available in the multiple electronic services accounts that were not otherwise publicly available. Specifically, the Individual Defendants:

- a. Accessed Greenville's Time Doctor account after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted by the Virtual Assistants, among other data, while they were in electronic storage in Time Doctor;
- b. Accessed Greenville's Facebook and Instagram accounts after their resignations, without authorization or exceeding any authorization, thereby obtaining access to

Greenville's customer service communications being conducted through Facebook and Instagram Pages, as well as other data, while they were in electronic storage in Facebook and Instagram;

- c. Accessed Greenville's Shopify accounts after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted through Shopify, as well as other data, while they were in electronic storage in Shopify;
- d. Accessed Greenville's G-Suite after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted via e-mail along with other data, which was accessed through the G-Suite, while they were in electronic storage with Google;

234. Each of Time Doctor, Facebook, Instagram, Shopify and the G-Suite constitute a facility through which an electronic communications service is provided under the SCA because each provides its users with the ability to send and receive electronic communications, including, *inter alia*, queries, messages, notifications, images and data.

235. Additionally, each of Time Doctor, Facebook, Instagram, Shopify and the G-Suite store electronic communications in electronic storage, as each saves the historical activities and communications of account holders, for, among other reasons, purposes of backup protection of such electronic communications.

236. By signing into Time Doctor, Facebook, Instagram, Shopify and the G-Suite without authorization or in excess of any authorization from Greenville after their resignations,

the Individual Defendants obtained access to wires or electronic communications while such wires and communications were in storage.

237. Moreover, the Individual Defendants, in certain instances, altered or prevented authorized access to wire or electronic communications while such communications were in electronic storage. Specifically, Jannuzzio removed all those working on behalf of Greenville from having access to Greenville's Facebook assets (including Pages) on or about September 8, 2021. Jannuzzio also refused to transfer administrative access to Greenville's Facebook and Instagram assets, including pages, after his resignation, preventing authorized access to those still working on behalf of Greenville. Indeed, Jannuzzio added two-factor authentication to Greenville's Instagram account, preventing access without his personal involvement.

238. The foregoing activities of the Individual Defendants in accessing Greenville's electronic communications affected interstate commerce, as Greenville was engaged the sale of jewelry in interstate commerce.

239. The aforementioned conduct violates the SCA, and Greenville is entitled to actual damages, the profits made by the Individual Defendants as a result of their violation, as well as injunctive relief.

240. Jannuzzio, Nix and Malizia's conduct described herein was willful and intentional, and Greenville is entitled to punitive damages and attorneys' fees under 18 U.S.C. § 2707(c).

241. Wherefore, Greenville requests that this Court enter judgment in its favor including actual damages, the Individual Defendants' profits made as a result of their violation, injunctive relief, punitive damages, costs, attorneys' fees and such other relief as this Court deems appropriate.

COUNT TEN
VIOLATION OF THE PENNSYLVANIA STORED COMMUNICATIONS ACT
18 Pa.C.S. §§ 5741(a), 5747
(AGAINST THE INDIVIDUAL DEFENDANTS)

242. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

243. 18 Pa.C.S. §§ 5741(a), 5747 creates a civil cause of action for obtaining, altering or preventing "access to wire or electronic communication while it is in electronic storage by intentionally: (1) accessing without authorization a facility through which an electronic communication service is provided; or (2) exceeding the scope of one's authorization to access the facility."

244. As shown in the conduct described throughout this Complaint, the Individual Defendants intentionally and willfully accessed and obtained stored electronic information and electronic communications without authorization or in excess of their authorization from Greenville, including but not limited to, the communications and information available in the multiple electronic services accounts that were not otherwise publicly available. Specifically, the Individual Defendants:

- a. Accessed Greenville's Time Doctor account after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted by the Virtual Assistants, among other data, while such communications were in electronic storage in Time Doctor;
- b. Accessed Greenville's Facebook and Instagram accounts after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted through

Facebook and Instagram pages, among other data, while they were in electronic storage in Facebook and Instagram;

- c. Accessed Greenville's Shopify accounts after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted through Shopify, among other data, while they were in electronic storage in Shopify;
- d. Accessed Greenville's G-Suite after their resignations, without authorization or exceeding any authorization, thereby obtaining access to Greenville's customer service communications being conducted by e-mail along with other data, which was accessed through the G-Suite, while they were in electronic storage with Google;

245. Each of Time Doctor, Facebook, Instagram, Shopify and the G-Suite constitute a facility through which an electronic communications service is provided because each provides its users with the ability to send and receive electronic communications, including, inter alia, queries, messages, notifications, images and data.

246. Additionally, each of Time Doctor, Facebook, Instagram, Shopify and the G-Suite store electronic information and communications in electronic storage, as each saves the historical activities and communications of account holders, for, among other reasons, purposes of backup protection of such electronic communications.

247. By signing into Time Doctor, Facebook, Instagram, Shopify and the G-Suite without authorization or in excess of any authorization from Greenville after their resignations, the Individual Defendants obtained access to wires or electronic communications while such wires and communications were in storage.

248. Moreover, the Individual Defendants, in certain instances, altered or prevented authorized access to wire or electronic communications while such communications were in electronic storage. Specifically, Jannuzzio removed all those working on behalf of Greenville from having access to Greenville's Facebook assets (including pages) on or about September 8, 2021. Jannuzzio also refused to transfer administrative access to Greenville's Facebook and Instagram assets, including pages, after his resignation, preventing authorized access to those still working on behalf of Greenville. Indeed, Jannuzzio added two-factor authentication to several of Greenville's Instagram accounts, preventing access without his personal involvement.

249. The foregoing activities of the Individual Defendants were for commercial advantage, malicious destruction or damage, or private commercial gain. Specifically, the Individual Defendants engaged in their unlawful access for the commercial advantage of Tondo, their competitive venture, so that they could obtain private financial gain, while at the same time causing malicious destruction and damage to Greenville in hopes of driving Greenville out of business.

250. The aforementioned conduct constitutes unlawful access to stored communications, and Greenville is entitled to actual damages, the profits made by the Individual Defendants as a result of their violation, as well as injunctive relief.

251. The Individual Defendants' conduct herein was willful and intentional, and Greenville is entitled to attorneys' fees and costs under 18 Pa.C.S. § 5747.

252. Wherefore, Greenville requests that this Court enter judgment in its favor including actual damages, the Individual Defendants' profits made as a result of their violation, injunctive relief, costs, attorneys' fees and such other relief as this Court deems appropriate.

COUNT ELEVEN
VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT
18 U.S.C. § 1030, *et seq.*
(AGAINST THE INDIVIDUAL DEFENDANTS)

253. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

254. The Computer Fraud and Abuse Act prohibits any person from "intentionally accessing any computer without authorization or in excess of authorized access and thereby obtaining information from a protected computer."

255. At all times following the termination of their employment with Greenville, the Individual Defendants were not authorized to access any of Greenville's computer or information systems or accounts, including Shopify, Time Doctor, Facebook, and the G-Suite.

256. Jannuzzio, Nix and Malizia intentionally and knowingly accessed the Greenville-owned Shopify accounts without authorization or, in the alternative, in excess of any authorization, and obtained information by taking screenshots and exporting valuable cost, pricing, inventory, customer, sales, unlaunched product, and other information for use by Tondo. Specifically, the Individual Defendants accessed Greenville's Shopify accounts on at least the following dates, all after their resignations from Greenville:

- a. July 20, 2021 – Malizia accessed the beachware.co account;
- b. July 22, 2021 – Malizia accessed nature-jewelry.co, the Brandywine account;
- c. July 31, 2021 – Nix accessed the beachware.co account;
- d. August 3, 2021 – Jannuzzio accessed the beachware.co account;
- e. August 10, 2021 – Nix accessed the mysuperhero.co account;
- f. August 11, 2021 – Jannuzzio accessed the petnlove.co account;

- g. August 17, 2021 – Nix accessed nature-jewelry.co, the Brandywine account, the teachers-merch.co account, and the petnlove.co account; and
- h. September 30, 2021 – Nix accessed the beachware.co account.

257. Throughout the summer and fall of 2021 after their resignations, upon information and belief, the Individual Defendants intentionally and knowingly accessed the Greenville-owned Time Doctor account without authorization or, in the alternative, in excess of any authorization, and obtained information by taking screenshots of work being performed by Virtual Assistants on behalf of Greenville.

258. Throughout the summer and fall of 2021 after their resignations, Jannuzzio and Nix repeatedly, intentionally and knowingly accessed the Greenville-owned Facebook Business Managers related to its business lines without authorization, or in the alternative, in excess of any authorization and obtained information by exporting data from the Facebook assets shared to those Business Managers.

259. On or about early-June 2021, upon information and belief, Jannuzzio intentionally and knowingly accessed the Greenville-owned G-Suite without authorization or, in the alternative, in excess of any authorization, and obtained information by exporting data.

260. The Shopify, Time Doctor, Facebook, and G-Suite systems accessed by the Individual Defendants were “computers” because they are data storage facilities and/or data communications facilities operating in conjunction with a high-speed data processing device performing logical, arithmetic, or storage functions. These applications are “protected computers” because they are connected to the Internet, which is an element of interstate commerce and communication, and because they are used by Greenville to conduct business in interstate commerce.

261. The Individual Defendants intentionally accessed the above-described protected computers and, as a result, intentionally, recklessly or negligently, without authorization or in excess of authorization, altered and thereby caused damage and loss to such computers in violation of 18 U.S.C. § 1030(5)(A), (B) or (C).

262. The Individual Defendants' unauthorized access of the Shopify, Time Doctor, Facebook, and G-Suite systems, which was part of their overall scheme to defraud Greenville, convert Greenville's business to Tondo and destroy Greenville caused damage and loss to Greenville in the form of substantial business interruption associated with investigating and addressing the unauthorized action and monies paid to individuals working for Greenville who were forced to divert their time to addressing the unauthorized action. In particular, Greenville was forced to open new accounts with GoDaddy, Facebook and Google, starting its customization and use of these applications from scratch, resulting in substantial losses in sales from the business interruption. Moreover, Greenville was forced to engage in substantial efforts with Shopify to prove its ownership of the accounts to prevent the Individual Defendants' further unauthorized access.

263. Through their violations of 18 U.S.C. § 1030(a)(4), the Individual Defendants have caused and will continue to cause damage and losses to Greenville vastly exceeding the statutory minimums, in violation of 18 U.S.C. §§ 1030(c)(3)(A), 1030(c)(4)(A)(i)(I) and 1030(g). More specifically, the loss caused by the Individual Defendants actions far exceeds \$5,000, which amount would include the significant value of the confidential and proprietary information accessed and converted for Tondo's use by the Individual Defendants, and the business interruption caused to Greenville, as well as the costs incurred to address the Defendants' efforts to hijack Greenville's own access to its Shopify accounts and costs

associated with starting new business lines given the Defendants continued intrusion into and use of its accounts requiring it to shut them down and open new ones. Greenville has suffered and will continue to suffer compensatory damages from the Individual Defendants' violations of the CFAA due to lost sales to customers converted to Tondo by the Individual Defendants' wrongful acts.

264. In addition to an award of compensatory damages, Greenville is entitled to injunctive relief pursuant to U.S.C. § 1030(g), restraining the Individual Defendants from engaging in, or in any way benefiting from, such wrongful acts.

265. Wherefore, Greenville requests that this Court enter judgment in its favor including injunctive relief, compensatory damages, and such other relief as this Court deems appropriate.

COUNT TWELVE
JUDICIAL DISSOCIATION
15 Pa.C.S. § 8861(6)
(AGAINST JANNUZZIO AND NIX)

266. Greenville incorporates and re-alleges the allegations set forth above, which further detail the Defendants' conduct, as though fully set forth herein.

267. The Pennsylvania Uniform LLC Act ("PULLCA") provides for judicial dissociation of LLC members in circumstances such as exist in this case.

268. Section 8861(6) of the PULLCA states in relevant part that

A person is dissociated as a member when. . . . On application by the company . . . the person is expelled as a member by judicial order because the person: (i) has engaged or is engaging in wrongful conduct that has affected adversely and materially, or will affect adversely and materially, the company's activities and affairs; . . . or (iii) has engaged or is engaging in conduct relating to the company's activities and affairs which makes it not reasonably practicable to carry on the activities and affairs with the person as a member.

15 PA. CONS. STAT. § 8861(6).

269. Pursuant to 15 Pa.C.S.A. § 8861(6)(i), Jannuzzio and Nix have engaged in, and are continuing to engage in, wrongful conduct that has affected adversely and materially, or will affect adversely and materially, the affairs and activities of Greenville. For example, as detailed above, Jannuzzio and Nix plotted and executed a fraudulent and wrongful scheme to steal Greenville's business to form a competing venture and drive Greenville out of business. In particular, and as further detailed above, Jannuzzio and Nix have:

a. Misappropriated Greenville's Trade Secret Information, confidential and proprietary business information and intellectual property for use in forming and running a competing venture, including but not limited to vendor pricing, cost structure, revenues, unit sales, lists of products to be launched, customer information, data collected and maintained through Facebook Business Managers, Facebook assets and Shopify accounts, and proprietary databases;

b. Made false representations in connection with their efforts to commercialize Tondo's products, which are in direct competition with Greenville's products. Specifically, they have misrepresented to Greenville's vendors that they were taking over from Greenville, misrepresenting that Greenville was going out of business or that, as a result of a divorce, Jannuzzio would be taking over control of Greenville's business;

c. Taken affirmative steps to lock Greenville out of its own key data and resources. Specifically, Defendants locked Greenville out of its Google, PayPal and Instagram accounts by installing two-factor authentication to those accounts requiring authentication only from Jannuzzio's personal cell phone. Defendants also locked Greenville out of its Shopify accounts, Facebook Business Managers, and other social

media assets by refusing to transfer administrative access to these accounts, despite requests that they do so. Further, they cancelled all of Greenville's credit cards without warning, stripping Greenville of operating capital and preventing it from engaging in normal advertising spending;

d. Improperly attempted to assert ownership over Greenville's Shopify accounts causing Shopify to suspend Greenville's access;

e. Improperly converted Greenville's web domains preventing Greenville from using them;

f. Intentionally copied the design of Greenville's most successful products to replicate Greenville's efforts, not only manufacturing identical or nearly identical products, but also copying, often word for word, Greenville's product descriptions and replicating Greenville's marketing photos, all in an effort to confuse the consuming public and steal Greenville's customers;

g. Infringed upon the copyrights of products sold by Greenville;

h. Tortiously interfered with Greenville's contractual relationships with its Virtual Assistants;

i. Improperly used individuals working on behalf of Greenville and Greenville resources to develop and begin a directly competitive business venture by researching bohemian and police-themed product lines only to convert that information to Tondo;

j. Planned and engaged in a conspiracy to unfairly compete against and destroy Greenville; and

k. Violated multiple federal laws including the SCA, the CFAA and the DTSA.

270. In so acting, Jannuzzio and Nix have engaged and will continued to engage in wrongful conduct that has and will continue to affect, adversely and materially, Greenville's activities and affairs.

271. Additionally pursuant to 15 Pa.C.S.A. § 8861(6)(iii), Jannuzzio and Nix have engaged in and are continuing to engage in conduct relating to the affairs of Greenville which makes it not reasonably practicable to carry on the activities and affairs of Greenville with Jannuzzio and Nix as members. As detailed above, Jannuzzio and Nix have stolen Greenville's Trade Secret Information, confidential and proprietary business information, and other intellectual property in order to use this information to form a competing venture, sabotage Greenville, and drive Greenville out of business. In light of these circumstances, Greenville cannot possibly carry on its activities and affairs with Jannuzzio and Nix as members or purported members, as it is doubtless that any information or access they have to Greenville resources will be used against it and for the benefit of Tondo.

272. As a result of Jannuzzio and Nix's conduct as described above, they should be expelled as members of Greenville.

273. Wherefore, Greenville requests that this Court enter judgment in its favor and an order that Jannuzzio and Nix be dissociated from Greenville pursuant to 15 Pa.C.S.A. § 8861, together with costs of suit, interest and such other and further relief as the Court may deem just.

RELIEF REQUESTED

274. WHEREFORE, Greenville demands judgment in its favor and against Defendants:

a. For actual and compensatory damages that Greenville is entitled to recover as a result of Defendants' actions including;

b. For incidental and consequential damages as permitted by law;

c. For any statutory damages, including exemplary damages;

d. For damages in the form of a constructive trust in the amount that Defendants have been unjustly enriched;

e. For damages in the form of disgorgement in the amount Defendants profited from their wrongful activities;

f. For damages for lost profits Greenville would have received but for the Defendants' conduct;

g. For punitive damages to punish Defendants for their unlawful actions;

h. For Greenville's attorneys' fees and costs;

i. For an equitable accounting of all income, profits, and pecuniary benefits resulting from Defendants' conduct;

j. For permanent injunctive relief restraining Defendants, as well as their employees, agents, affiliates and all persons acting in concert with them from using, copying, publishing, disclosing, transferring, or selling Greenville's Trade Secret Information or other confidential, proprietary information, and from obtaining any commercial advantage or unjust enrichment from their misappropriation of Greenville's

- l. An order of judicial expulsion to dissociate Jannuzzio and Nix and remove them as members of Greenville Ventures, LLC;
- m. Pre-judgment and post-judgment interest; and
- n. For all such other relief as this Court deems appropriate.

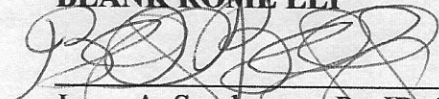
JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury on all issues so triable in this matter.

Dated: August 12, 2022

Respectfully submitted,

BLANK ROME LLP



Jason A. Snyderman, Pa. ID: 80239

William R. Cruse, Pa. ID: 299576

Bridget Briggs, Pa. ID: 306607

Jill Lipman Beck, Pa. ID: 203907

One Logan Square

130 North 18th Street

Philadelphia, PA 19103-6998

215.569.5500

Jason.Snyderman@blankrome.com

William.Cruse@blankrome.com


Bridget.Briggs@blankrome.com

Jill.Beck@blankrome.com

VERIFICATION

I, Peter Danby, in my capacity as Manager, hereby state that I am familiar with the facts set forth in the foregoing Verified Complaint, am authorized to execute this Verification on behalf of Plaintiff Greenville Ventures LLC, and that the facts set forth therein are true and correct to the best of my knowledge, information and belief.

This Verification is made subject to the penalties of 28 U.S.C. § 1746 or unsworn falsification to authorities.



Peter Danby

Dated: August 12, 2022