

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

Project44, LLC,

Plaintiff,

v.

Southern Motor Carriers Association,
Inc. and
Tim Story,

Defendants.

Civil Action No.

JURY TRIAL DEMAND

COMPLAINT

NATURE OF THE ACTION

1. This is an action for tortious interference with contractual and business relations, as well as misappropriation of trade secrets under the Defend Trade Secrets Act (“DTSA,” 18 U.S.C. § 1831 *et seq.*) and the Georgia Trade Secrets Act (“GTSA,” O.C.G.A. § 10-1-760 *et seq.*).
2. Plaintiff project44, LLC (“p44”) is a technology company that offers innovative solutions to shippers, carriers, and logistics service providers.
3. One of p44’s service offerings is its “Freight API platform” (the “Software”). Application Programming Interfaces (“APIs”) are a set of rules or protocols that allow software systems to communicate with each other to exchange data. p44’s Freight API platform is a software package that, among other things, enables one to

retrieve information from many parties in the shipping industry without having to contact those parties individually. For example, someone looking to ship goods could see prices from, or book and track shipments with, a range of different freight carriers without having to contact each carrier individually. The Software also collates data across the industry to provide Artificial Intelligence (“AI”) powered analytics, such as transit time estimates based on historic shipment information.

4. One of the Software’s competitive advantages is its ability to communicate and collate many types of data, and to do so across a large number of third-party systems. Each third-party system has idiosyncratic communications protocols, data formatting, and potentially bugs or other nuances that must be accounted for, requiring significant time, effort, and ingenuity to program the Software to work with all of them. The individualized nature of each third-party connection is a key reason p44’s Software is valuable to users: it enables them to efficiently interact with these numerous idiosyncratic third-party systems without building individualized data delivery modes for each and every one.

5. p44 developed the Software at great time and expense, and it has proven commercially successful, illustrating the value it provides to the industry. p44’s Software is the largest technological ecosystem in the supply chain industry, connecting more users than any other API platform and enabling more than one billion shipments annually.

6. As discussed more fully below, nonparty MyCarrier, LLC (“MyCarrier”) was a p44 customer that entered into a five-year agreement with p44 to gain access to the Software as a Reseller (the “Agreement”).¹ The Software included various features that provide shipping logistics functions, like retrieving rates, booking transactions and tracking shipments. The Agreement allowed MyCarrier to combine the Software with its own Transportation Management System (“TMS”) so that MyCarrier could offer the Software’s features to its customers, who are typically small to medium shippers of goods without their own TMS platforms or logistics departments.

7. The Agreement included strict confidentiality provisions prohibiting, among other things, disclosure of [REDACTED] that were provided,² including the Software.³ It also stated that p44 would own “[REDACTED] [REDACTED] [REDACTED],” and that MyCarrier “[REDACTED] [REDACTED]”⁴

8. MyCarrier subsequently became privy to trade secret information about the

¹ Ex. A.

² *Id.* § 3.1.

³ *Id.* at 1, Reseller Cover Sheet. The Agreement defines “Services” as “access to p44’s Freight API Platform” (i.e., the Software) together with “Sourced Data.” Sourced Data is defined as [REDACTED] [REDACTED]

⁴ *Id.* § 5.1.

Software. For example, p44 and MyCarrier worked together to enhance the Software, including, among other things, getting it to work with additional third-party systems. Throughout this process, MyCarrier learned trade secrets about how the Software works, including how it talks to different systems and collates data across them. In another example, p44 provided access credentials for MyCarrier to use the Software, and MyCarrier gained access to trade secret information about how the Software works through that use.

9. Separate from the confidentiality provisions, the Agreement also contained clauses that prohibited MyCarrier from developing, distributing, marketing, or making commercially available any product, service, or API substantially similar in functionality to the Software and from competing with p44. These clauses include §§ 2.3, 4.3, and 4.4 (the “No Build Behind Restrictions”).

10. p44 eventually learned that MyCarrier was breaching the terms of the Agreement by, among other things, developing software that copied some of the features of p44’s Software in violation of the No Build Behind Restrictions. The two parties became involved in a litigation in Delaware Chancery Court⁵ and a concurrent arbitration (the “Delaware Litigation”).

SMC³ Induced MyCarrier to Disclose p44’s Trade Secrets and Then Used Them to Enhance its Software

⁵ *MyCarrier, LLC v. Project44, LLC*, No. 2024-0705-KSJM (Del. Ch.).

11. Defendant Southern Motor Carriers Association, Inc. (“SMC³”) is a direct competitor of p44 that offers a competing software package with similar booking, logistics, and tracking functions. However, SMC³’s software is not as full featured as p44’s. For example, it cannot interact with as many third-party systems, it cannot exchange or collate as many types of data with or across them, and its analytics offerings are not as mature as those offered by p44.

12. While the Delaware Litigation was proceeding, MyCarrier contracted with SMC³ as a replacement software provider. However, SMC³’s existing software was incapable of suitably meeting MyCarrier’s needs. SMC³ encountered difficulty in enhancing its technology to meet those needs and reached out to MyCarrier for assistance. MyCarrier subsequently disclosed to SMC³ the trade secrets it learned from p44, including how p44’s Software talks to different systems and collates data across them. SMC³ then used those trade secrets to enhance its own software and keep MyCarrier’s business.

13. SMC³ was at the time aware of MyCarrier’s existing contract with p44. As explained further below, it had already received a cease-and-desist letter concerning the Agreement directly from p44. SMC³ also knew or should have known about the Agreement’s strict confidentiality provisions because Defendant Tim Story, a board member at both MyCarrier and SMC³, had reviewed and approved the provisions in his role on MyCarrier’s board. In addition, SMC³ certainly knew or should have

known that the Agreement included confidentiality provisions in light of industry norms.

14. Nevertheless, SMC³ knowingly disregarded the Agreement's restrictions in reaching out to MyCarrier and in acquiring and using p44's trade secrets for its own benefit. In doing so, it solicited MyCarrier to disclose p44's trade secrets in breach of the Agreement's confidentiality restrictions.

15. p44 brings this action to defend its intellectual property rights, to enjoin SMC³'s disclosure and use of its trade secrets, and to recover damages from SMC³'s theft of them. SMC³ stole p44's trade secrets to improve its own competing product and erode the competitive advantage p44 worked hard to secure.

Defendants Also Induced MyCarrier to Breach the No Build Behind Restrictions

16. Separately, the No Build Behind Restrictions prohibited MyCarrier from developing, distributing, marketing, or otherwise offering a competing product *regardless* of whether it involved any trade secrets. For example, § 4.3 states, among other things, that: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] developed by p44.⁶ The next provision of the contract provides that during the Agreement's five-year term MyCarrier will not [REDACTED]
[REDACTED] provided by p44 to MyCarrier.⁷ As a result of these provisions, MyCarrier was only permitted to offer services that had substantially similar functionality to p44's Services *if* MyCarrier's offering was an "Integrated Product"—defined as a [REDACTED]
[REDACTED]⁸ In other words, until December 2028, MyCarrier was prohibited from developing, distributing, or otherwise offering services or products that were substantially similar to and/or competitive with the Software.

17. One functionality of p44's Software is the ability to digitize, exchange, and store electronic bills of lading ("eBOL").⁹ As such, eBOL functionality was subject to the No Build Behind Restrictions. In or around June 2024, p44 learned that MyCarrier was working to develop eBOL functionality in violation of those restrictions, and potentially doing so in collaboration with SMC³. On June 18, 2024, p44 sent a cease-and-desist letter to SMC³'s President and CEO, Andrew Slusher,

⁶ Ex. A, § 4.3.

⁷ *Id.* § 4.4.

⁸ *Id.* § 4.3. *See also* § 4.4.

⁹ A bill of lading is a document issued by a carrier to a shipper to acknowledge receipt of the shipper's goods. This documentation represents a critical component of the supply chain. An eBOL is a digital version of a paper bill of lading.

explaining that this was “a clear and direct violation of the terms and conditions of the contract between project44 and MyCarrier,” which “prohibits MyCarrier from ‘building behind’ any technology that is included in the Services project44 provides” it.¹⁰

18.SMC³ responded through its attorneys in a carefully worded statement that said it “is not a party or beneficiary to any agreement between MyCarrier and project44” nor “aware of any involvement of SMC³ with respect to any alleged MyCarrier eBOL service.”¹¹ It also claimed it “respects valid and enforceable third-party intellectual property rights.”¹² Accordingly, Defendant SMC³ became aware of MyCarrier’s contract with p44 and the No Build Behind Restrictions at least as early as June 2024.

19.Defendant Tim Story was also aware of the No Build Behind Restrictions by virtue of his seat on MyCarrier’s board and his role in approving the Agreement in October 2023. Therefore, in addition to what it knew from the cease-and-desist letter, SMC³ knew or should have known through Defendant Story about MyCarrier’s Agreement with p44, including the No Build Behind Restrictions. As an SMC³ board member, Story also knew or should have known about the No Build Behind Restrictions from the cease-and-desist letter.

¹⁰ Ex. B.

¹¹ Ex. C.

¹² *Id.*

20. Despite this knowledge, SMC³ executed a contract with MyCarrier and licensed its competing freight API platform for MyCarrier's use—fully aware that such use would necessarily result in MyCarrier breaching the No Build Behind Restrictions by distributing and marketing services to the LTL market in competition with p44. SMC³ solicited MyCarrier to transition away from the Software and onto SMC³'s competing platform, where MyCarrier currently offers products with the same (or at least substantially similar) functionality as those developed by p44, including booking, dispatch, and tracking functions. MyCarrier has combined its TMS (Transportation Management System) with SMC³'s competing technology and has not used p44's Software since September 2024. This conduct violates the No Build Behind Restrictions because MyCarrier is offering services that are competitive and not part of an “Integrated Product” as that term is defined¹³ in the Agreement (i.e., a product *combined with p44's Software*).

21. Defendant Story played a critical role in inducing MyCarrier to breach the No Build Behind Restrictions by approving the MyCarrier-SMC³ contract. As discussed, Story knew about the No Build Behind Restrictions. But he also knew that SMC³ would benefit from MyCarrier's presence on its network. Accordingly, he reviewed and approved MyCarrier's contract with SMC³—fully aware that MyCarrier's use of SMC³'s platform and products would necessarily result in a

¹³ Ex. A at 1, Reseller Cover Sheet.

breach of the No Build Behind Restrictions.

22. Despite having notice, Defendants knowingly and willfully disregarded p44's Agreement with MyCarrier and the No Build Behind Restrictions. They induced MyCarrier to breach the Agreement by transitioning to SMC³'s competing platform, where MyCarrier continues to offer the same software logistics services (including booking, tracking, and eBOL) it used to provide through p44's Software.

23. As a result of SMC³'s deliberate and unjustified interference, p44 has lost not only the benefits of the Agreement (which has been breached and essentially abandoned by MyCarrier), but also the data that resulted from MyCarrier's presence on p44's network. MyCarrier primarily services small business clientele like Etsy and eBay storefronts. MyCarrier's access to this segment of the industry, i.e. small to medium shippers, is both unique and vitally important to p44 in the Less-Than-Truckload ("LTL") market. The transactions and shipment data that flowed through p44's platform as a result of MyCarrier's utilization of the Software were a significant portion of p44's total LTL transactions, and almost all of its data from small to medium shippers. This traffic gave p44 access to niche data that was inaccessible but-for MyCarrier and crucial to p44's analytics services and models.

24. By switching platforms and marketing SMC³'s competing services, MyCarrier's breach has damaged p44's reputation in the LTL industry, shrunk the breadth of p44's API network, and eliminated an important data source that p44 uses

to train its analytics models. Conversely, SMC³'s reputation has benefitted, its API network has expanded, and its enterprise value grows daily from the significant data traffic it unjustly diverted from p44. It has also gained the MyCarrier account from p44. p44 thus also brings this action to recover damages incurred from SMC³ and Defendant Story's tortious interference with p44's contractual rights and business relations.

THE PARTIES

25. Plaintiff Project44, LLC is a corporation organized and existing under the laws of Delaware with its principal operating address in Chicago, Illinois.

26. Defendant Southern Motor Carriers Association, Inc. is a Georgia entity with its principal operating address in Peachtree City, Georgia.

27. On information and belief, Defendant Tim Story is a resident of Kennewick, Washington.

JURISDICTION AND VENUE

28. This action raises federal questions under the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1831 *et seq.*), such that this Court has jurisdiction under 28 U.S.C. § 1331 and 18 U.S.C. § 1836(c).

29. The Court has supplemental jurisdiction over p44's other claims under 28 U.S.C. § 1337.

30. The Court has personal jurisdiction over SMC³ because it is a Georgia entity

and headquartered in Georgia.

31. The Court has personal jurisdiction over Defendant Story because he transacts business within the state of Georgia through his role as a board member at SMC³ and did so by consummating and approving the contract between SMC³ and MyCarrier at issue in this action.

32. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred therein.

FACTUAL BACKGROUND

33. Plaintiff p44 is a technology company that offers innovative solutions to shippers, carriers, and logistics service providers, including a software package named the Freight API platform (the “Software”).

34. Defendant SMC³ is a direct competitor of p44 and offers a competing software package. For example, SMC³’s website claims that “Shippers, carriers, logistics service providers and technology providers rely on SMC³ to translate intricate LTL transportation pricing and transit detail into data-centric solutions[,]” which presumably refers to its software.¹⁴

A. Project44’s Software

35. p44 spent significant time and effort developing the Software at issue in this litigation, including getting the Software to work with a broad range of third-party

¹⁴ <https://www.smc3.com/>.

computer systems. These systems exchange data with the Software, which allows it to be a “one-stop-shop” for obtaining data from, or transmitting data to, a plethora of industry members.

36. One type of third-party system with which the Software might exchange data is a freight carrier, such as a trucking company.

37. The Software’s “one-stop-shop” design has significant value to users in the industry: as an example, it is much faster and easier to use the Software than to go to each of the third parties, who may communicate using different methods and data formats, or other idiosyncrasies. To use a consumer analogy, it is somewhat like a travel website that enables one to review flight times and costs, or to book a flight, with many different airlines—but without having to go to each of those airlines’ websites, do a search, and enter (or re-enter) one’s information.

38. In another example, the software collects and collates data across the industry and uses it to perform analytics. To revisit the travel website example, this is like a website that advises when it is a good time to buy a flight by analyzing past pricing data.

39. For these and other reasons, a significant component of the Software’s value is the number of third parties it can communicate with and collate data across, as well as the types of data it can exchange and collate. To take the analogy further, it is like how a travel website that only supports some airlines is not as useful as one

that also supports others. With the former, one might not get the best flight times or prices. Further, a website that does not collect on-time statistics is not as useful as one that does. Having a breadth of third parties and data is especially important in the shipping and logistics industry. For one thing, there are many more trucking companies than consumer airlines, and even small differences in price, transit time, or other metrics can add up over many shipments.

40. It is a significant task to figure out how to communicate with and collate data across all the different third parties in the industry. As a result, it takes time and effort to add a new third-party system, or even to add a new data type for currently supported third-party systems. This is especially so for the systems and data types that differentiate p44's product: the reason they are not widely supported is because of the research and development effort required to learn how to do so, which often includes trial and error. p44's Software is particularly valuable and enjoys a competitive advantage because of p44's investment in building out the knowledge base to support those capabilities.

41. Given p44's substantial efforts to develop the Software, p44 has taken and continues to take numerous precautions to protect the confidentiality of information related to it, including how it interacts with different third-party systems and exchanges and collates disparate data. For example, employees who work on the Software, and users of the Software, are all subject to confidentiality agreements.

Further, one can only access the Software with login credentials provided by p44.

B. The MyCarrier Agreement

42. Nonparty MyCarrier is a shipping logistics service provider. MyCarrier services customers looking to ship packages by freight carriers, particularly small business clientele like retailers on Etsy or eBay. These customers frequently need to utilize LTL carrier services, but do not have their own software to interface with those carriers.

43. In April 2017, p44 executed a reseller agreement with Integrated Transportation Management, the predecessor to MyCarrier. p44 and MyCarrier subsequently entered into an Amended and Restated Master Services Agreement on October 1, 2023,¹⁵ which is the Agreement referenced above.

44. Under the Agreement, p44 provided its Software to MyCarrier through an API (Application Programming Interface). This is known as a “software as a service” arrangement, and accordingly, MyCarrier’s access to the Freight API platform (the “Software”) is included in the Agreement’s definition of “Services.”¹⁶

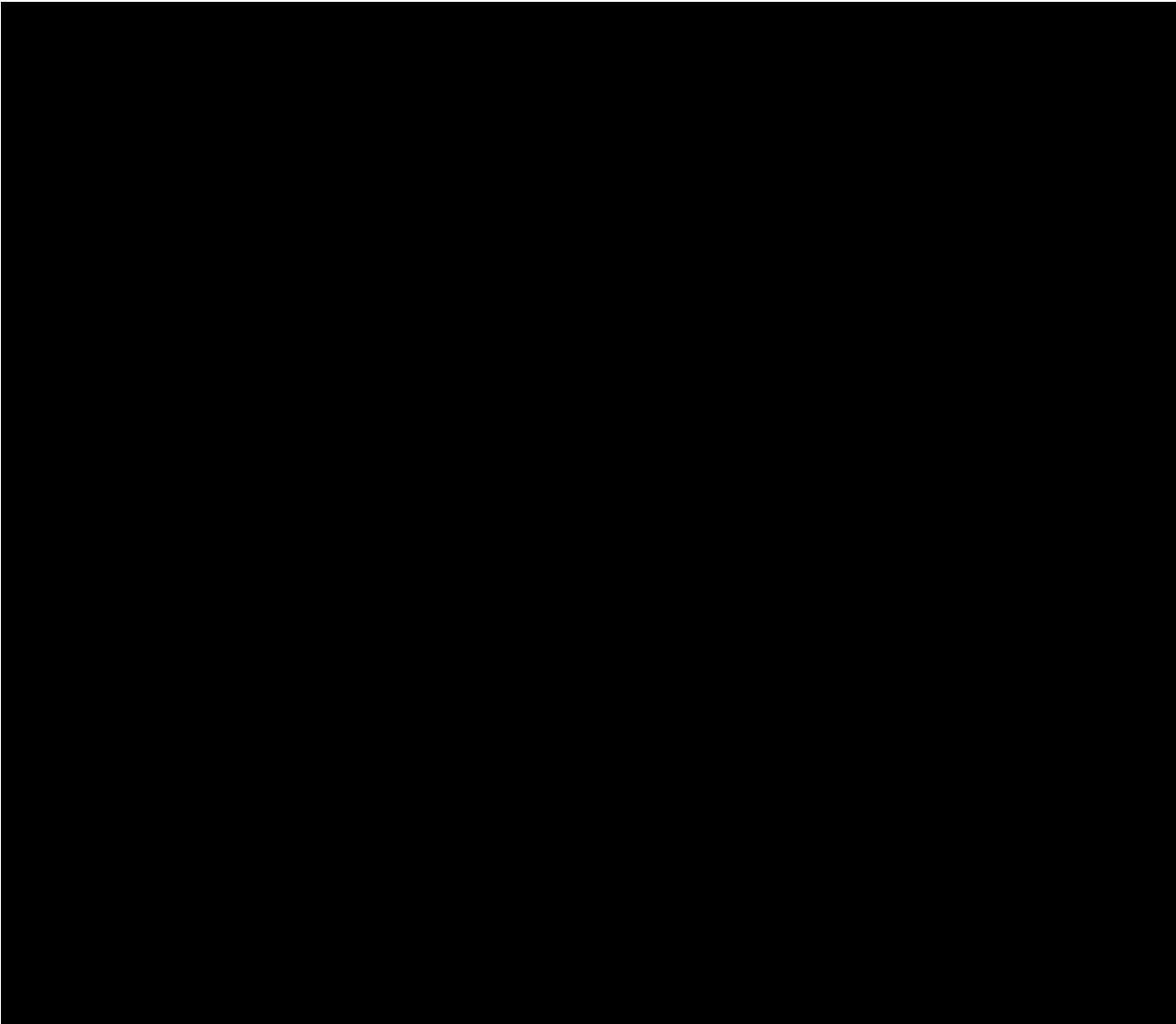
45. MyCarrier was a reseller of the Software: it created a website that would, in essence, receive requests from MyCarrier clients (e.g., companies seeking to ship products) and forward those requests through the Software. The Software was

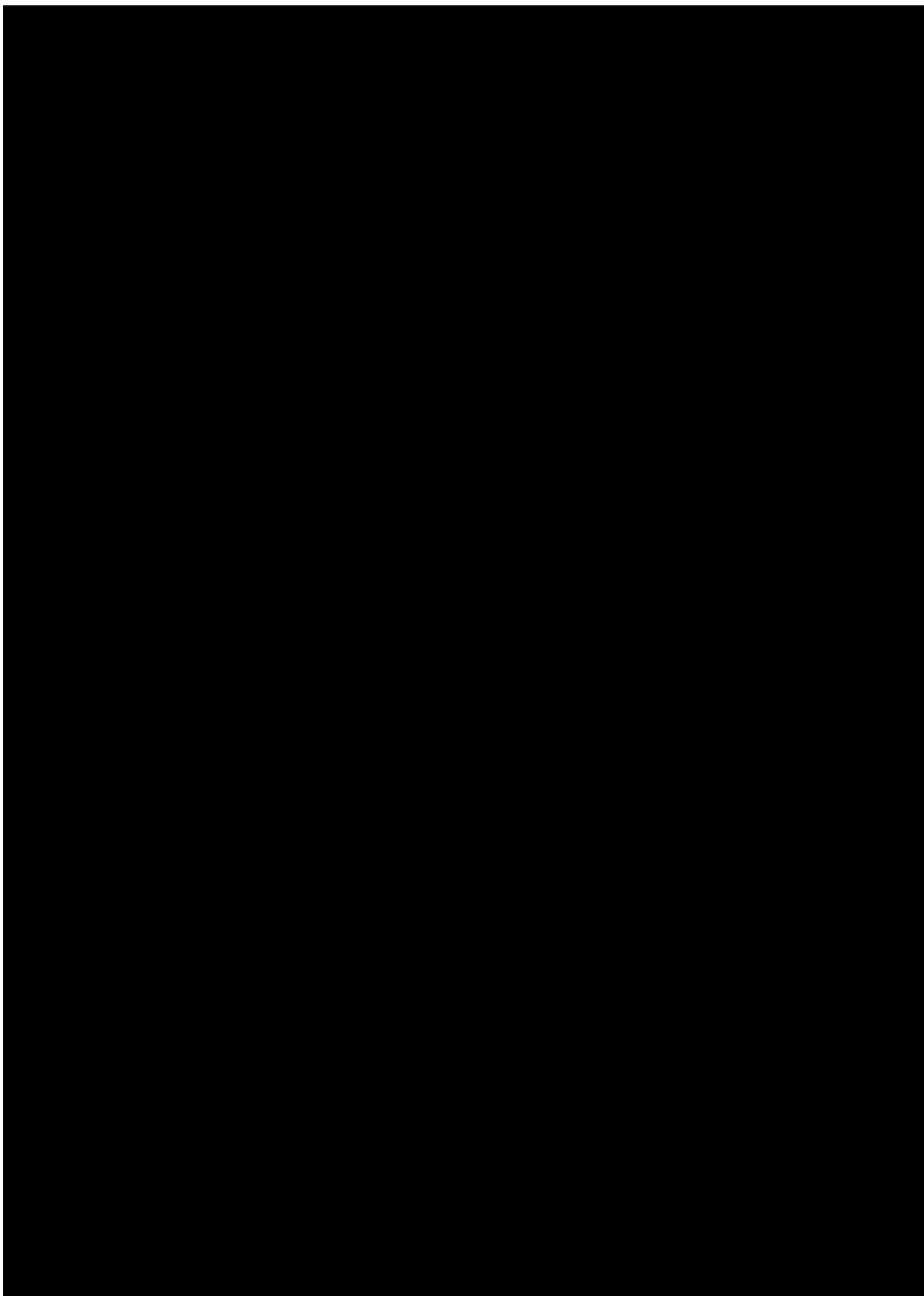
¹⁵ Ex. A.

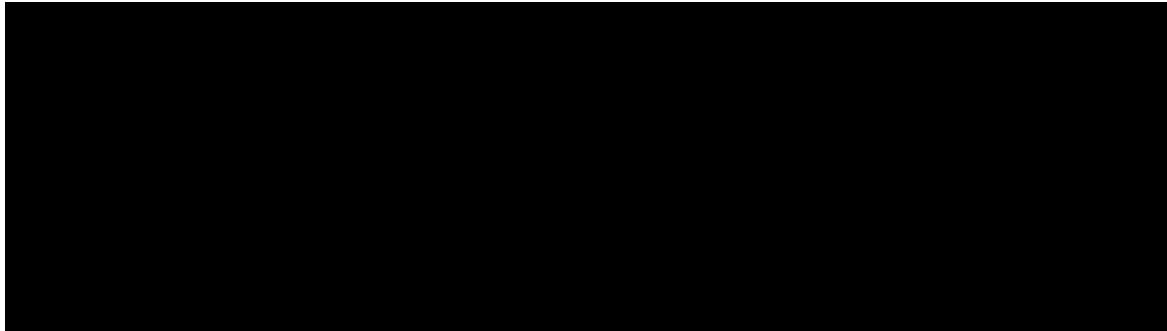
¹⁶ *Id.* at Cover Sheet.

powered by p44's APIs and connected to 99% of LTL carriers. Accordingly, a shipping customer could submit a request through MyCarrier's web-based user interface and the Software would facilitate a transaction or request between MyCarrier's shipping customer and the carrier by transmitting data through APIs (for example, to request prices from freight carriers, book a shipment, or track the progress of a shipment).

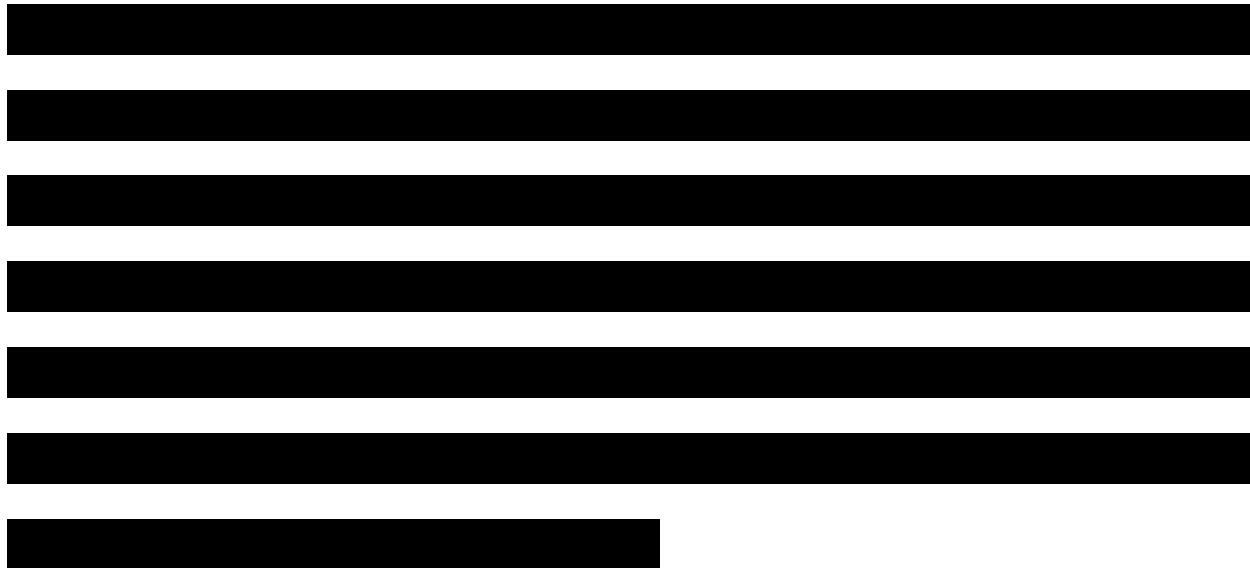
46. The Agreement contains a number of confidentiality provisions. For example:







47. The Agreement also contains a rights assignment in § 5.1, which states:



48. Further, the Agreement contains provisions that prohibit MyCarrier from creating a competing product, including §§ 2.3, 4.3, and 4.4 (the “No Build Behind Restrictions”). For example, § 4.3, among other things, prohibits MyCarrier from



C. p44 and MyCarrier’s Relationship

49. During the course of the Agreement, p44 and MyCarrier worked together to

create enhancements to the Software, including by adding functionality to allow it to work with more third parties and data types. For example, efforts added new carriers, improved performance, and built out documentation. Through these efforts and through use of the Software, MyCarrier became privy to p44 trade secrets regarding how the Software functions, including how it interacts with third-party systems to exchange data and how it collates data across them.

50. As stated above, p44 and MyCarrier eventually became involved in a litigation¹⁷ and concurrent arbitration (the “Delaware Litigation”). In the Delaware Litigation, p44 accused MyCarrier of fraud and breach of contract for, among other things, copying and building its own versions of the features of p44’s Software. MyCarrier engaged in this conduct with the express goal of replacing the Software, despite a contractual ban on such activities (including the No Build Behind Restrictions), and despite MyCarrier’s representations during negotiations for the Agreement that it had no interest in building behind the Software or creating a competing product.

51. As part of the dispute, p44 threatened to suspend MyCarrier’s access to the Software due to a material breach of the Agreement’s No Build Behind Restrictions. In response, MyCarrier filed for an injunction, alleging that losing access to the Software would cause irreparable harm to its business.

¹⁷ *MyCarrier, LLC v. Project44, LLC*, No. 2024-0705-KSJM (Del. Ch.).

D. SMC³'s Misappropriation of p44's Trade Secrets Through MyCarrier

52. In 2024, while the Delaware Litigation was proceeding, MyCarrier switched to p44's competitor, Defendant SMC³ (which, as stated, offers a similar software product).

53. However, SMC³'s software was inferior to p44's. For example, it supported fewer third-party systems and fewer types of data. It also did not have the same resources as p44 to build and continually maintain the carrier integrations. As a result, it could not fully meet MyCarrier's needs. SMC³ encountered difficulty in enhancing it to meet those needs and reached out to MyCarrier for assistance.

54. MyCarrier subsequently disclosed to SMC3 the trade secrets it learned from p44. SMC³ thereby acquired those trade secrets, and then used them to enhance its software to add support for new third-party systems and data types—features that previously had provided a competitive advantage to p44.

55. On information and belief, MyCarrier disclosed the trade secrets to SMC³ because it wanted an alternative to p44 given the Delaware Litigation, and SMC³'s software could not meet its needs without those features.

56. SMC³ had to add those features to keep MyCarrier's business. SMC³'s misappropriation therefore enabled SMC³ to gain at least the MyCarrier account, as well as all the data traffic brought with it (which had value above and beyond the money owed under the Agreement). SMC³ was further advantaged by its

misappropriation of p44's trade secrets because doing so allowed SMC³ to expand the breadth, functionality, and data traffic of its network, all of which increased the value of its business and product offering.

57. The fact that SMC³'s software lacked these features prior to misappropriating p44's trade secrets, and the fact that it could not meet MyCarrier's needs without the features, further illustrate the value and competitive advantage that the secrets provided to p44—at least before they were disclosed to SMC³ by MyCarrier.

58. MyCarrier had no right to disclose p44's trade secrets to SMC³, nor any right to use them to help SMC³.

59. SMC³ had no right to acquire p44's trade secrets from MyCarrier, nor any right to use them to enhance its software.

60. Tim Story is a board member at both SMC³ and MyCarrier¹⁸ and was involved in approving both MyCarrier's contract with p44 in October 2023 and MyCarrier's contract with SMC³ in September 2024. For at least this reason, SMC³ knew or should have known about MyCarrier's Agreement with p44, including the confidentiality provisions. It also knew about the Agreement through the cease-and-desist letter discussed above.

61. Given that SMC³ was a developer of competing software, it further knew or should have known due to industry norms and experience that the trade secrets at

¹⁸ See <https://go.mycarrier.io/leadership-team>; <https://www.smc3.com/board.htm>.

issue were indeed trade secrets and that MyCarrier was under a duty to maintain their secrecy. For example, SMC³ knew how valuable and difficult it is to be able to process a wide variety of data with or across a wide variety of third-party systems, since it competes in the industry and developed some of those capabilities itself. Further, SMC³ knew how valuable and difficult it was to achieve the specific functionality at issue, at least since that was necessary to keep MyCarrier's business and it had to reach out to MyCarrier for help in doing so. Further still, SMC³ knew or should have known that these types of confidentiality clauses are common in the industry as a participant itself. And, on information and belief, SMC³ keeps its own information of this type as trade secret and uses the same types of confidentiality provisions to protect it.

62. MyCarrier had a duty to maintain secrecy under the above confidentiality provisions.

63. Nevertheless, SMC³ disregarded all these considerations and acquired and used p44's trade secrets to improve its competing platform. Additionally or alternatively, to the extent SMC3 used independent contractor(s) and/or other third part(ies) to enhance its software, it disclosed the trade secrets to them, in either case to the same effect.¹⁹

64. SMC3's acquisition and use/disclosure of p44's trade secrets has damaged

¹⁹ It is a common practice to use contractors for software development.

p44 and unjustly enriched SMC³ by eroding p44's competitive advantage and enabling SMC³ to free ride on its hard work, forcing it to file this lawsuit.

E. Defendants' Tortious Interference with p44's Contractual and Business Relations with MyCarrier

65. As stated, the Agreement contained No Build Behind Restrictions that prohibited MyCarrier from developing a competing product.²⁰

66. As also stated, p44 sent a cease-and-desist letter in June 2024 to Andrew Slusher, President and CEO of SMC³, explaining the No Build Behind Restrictions and that MyCarrier's development of competing technology, including eBOL, would be a violation.²¹ And SMC³ responded through its attorneys, thereby confirming its receipt of the letter and its understanding of the legal implications.²²

67. MyCarrier is currently marketing and making commercially available the same services it used to license from p44 through SMC³—including booking, tracking, and eBOL—which violates the No Build Behind Restrictions separate and apart from any misappropriation of trade secrets. This includes the ban against

[REDACTED]

[REDACTED]

[REDACTED] to p44's Services, as well as the general prohibition on marketing or selling internet services that

²⁰ Ex. A §§ 2.3, 4.3, and 4.4.

²¹ Ex. B.

²² Ex. C.

compete with p44's Services.²³ SMC³ induced this conduct fully aware that MyCarrier would necessarily breach the No Build Behind Restrictions by distributing and marketing services to the LTL market in competition with p44.

68. Defendant Story was well-aware of the No Build Behind Restrictions, as he reviewed and approved them in his role as a board member at MyCarrier. Not only did SMC³ know about them (or should have known about them) through Defendant Story, it also knew about them through the cease-and-desist letter received in June.

69. Despite knowing it would violate the Agreement, SMC³ solicited MyCarrier to transition to its platform and thereby offer the same services that MyCarrier formerly provided through p44. SMC³ induced this conduct despite knowing about the No Build Behind Restrictions so that it could gain MyCarrier's business and benefit from MyCarrier's data traffic and positive network effect.

70. Defendant Story played a critical role in inducing the breach of the No Build Behind Restrictions by approving the MyCarrier-SMC³ contract. Defendant Story did not take any actions to prevent SMC³ from inducing MyCarrier to breach the No Build Behind Restrictions. To the contrary, he reviewed and approved MyCarrier's contract with SMC³ even as he was aware of MyCarrier's existing contract with p44 and those restrictions within it. Story did so to benefit both MyCarrier and SMC³, to p44's detriment.

²³ Ex. A §§ 4.3, 4.4.

71. Through these actions, Defendants enabled SMC³ to gain MyCarrier's business from p44, which damaged p44. The actions also resulted in MyCarrier marketing and offering a competing product, which is exactly what the No Build Behind Restrictions were intended to prevent.

COUNT I: MISAPPROPRIATION OF TRADE SECRETS
(against SMC³ under the Defend Trade Secrets Act, 18 U.S.C. § 1831 *et seq.*)

72. p44 hereby restates and realleges each of the foregoing paragraphs as if fully set forth herein.

73. p44's trade secrets include information regarding the Software, that MyCarrier learned through its work with p44 to enhance the Software and/or through its use of the Software, and that SMC³ acquired and/or derived from or through MyCarrier. Such information includes: (i) the portion of the Software used to communicate, collate, or otherwise process data with or across third-party systems and the corresponding know-how and design information (including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, and codes for doing so), and (ii) on information and belief, further information that discovery will reveal MyCarrier learned through p44 in the manner described, and that SMC³ acquired and/or derived from or through MyCarrier ((i)-(ii) collectively, the "Trade Secrets").

74. The Trade Secrets are related to a product or service used in, or intended for use in, interstate or foreign commerce, at least because p44 has Software customers

in different states. For example, MyCarrier is an Arizona entity headquartered in Arizona, whereas p44 is a Delaware entity with its principal operating address in Illinois.

75.p44 is the rightful owner of, and has title to, the Trade Secrets. For example, p44 developed the Software at great time and expense. And to the extent MyCarrier would have had any rights in any part of the Trade Secrets, it assigned them to p44 under at least § 5.1 of the Agreement.

76.p44 has taken reasonable measures to keep the Trade Secrets secret. For example, the Agreement contains a broad range of provisions to protect them, including at least §§ 1.1, 2.2, 2.10, 3.1, 3.2, and 5.1. p44 employs similar restrictions in its agreements with other parties that create or use the Software.

77.MyCarrier owed a duty to p44 to maintain the secrecy of the Trade Secrets and to limit their use under at least the above provisions. It also owed such a duty under the circumstances generally. For example, MyCarrier represented to p44 that it did not seek to create a competing product when negotiating the Agreement.

78.The Trade Secrets were not (i) generally available to the public; (ii) in MyCarrier or SMC³'s possession or known by them prior to receipt from p44; (iii) disclosed to them by a third party; or (iv) independently developed by them. To the contrary, the Trade Secrets required significant research and effort to learn and were taken from p44, as stated.

79.p44's Trade Secrets derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information. For example, one of the Software's competitive advantages is its ability to communicate and collate many types of data across a large number of third-party systems. The lack of equivalent capabilities in SMC3's software—and its emergency need to rectify that to meet MyCarrier's needs—confirms this aspect of the Trade Secrets.

80.SMC³ misappropriated p44's Trade Secrets: It disclosed (for example, to employees, contractors, etc.) and/or used them without p44's consent, including at least to enhance its software. Further, it used improper means to acquire knowledge of them, including at least a breach or inducement of a breach of MyCarrier's duty to maintain secrecy. Additionally or alternatively, at the time of disclosure or use, SMC³ knew or had reason to know (for example, through Defendant Story and/or the industry norms stated) that the knowledge of them was: (i) derived from or through a person (for example, MyCarrier and SMC³'s employees, contractors, etc.) who had used improper means to acquire them, including at least a breach or inducement of a breach of MyCarrier's duty to maintain secrecy; (ii) acquired under circumstances giving rise to a duty to maintain their secrecy or limit their use, for at least the reasons stated; and/or (iii) derived from or through a person who owed a

duty to p44 to maintain their secrecy or limit their use, including at least MyCarrier. Additionally or alternatively, before any material change of the position of SMC³, it knew or had reason to know (for example, through Mr. Story and/or the industry norms stated) that (i) the Trade Secrets were trade secrets; and (ii) knowledge of the Trade Secrets had been acquired by accident or mistake (for example, to the extent SMC³ alleges accident or mistake).

81.SMC³'s misappropriation damaged p44, including by eroding the competitive advantage p44 worked hard to secure. p44 has lost the MyCarrier account and all the data traffic that came with it, while SMC³ has strengthened its competing software and expanded the breadth of its API network with the benefit of p44's trade secrets.

82.SMC³ acted intentionally given its knowledge of the Agreement, of MyCarrier's duty to maintain secrecy, and that the Trade Secrets were trade secrets.

83.On information and belief, discovery will reveal that SMC³ has used its unjustly enhanced software to win or maintain other customer accounts as well, further damaging p44 and unfairly enriching SMC³.

COUNT II: MISAPPROPRIATION OF TRADE SECRETS
(against SMC³ under the Georgia Trade Secrets Act, O.C.G.A. § 10-1-760 *et seq.*)

84.p44 hereby restates and realleges each of the foregoing paragraphs as if fully set forth herein.

85.p44's trade secrets include information regarding the Software, that

MyCarrier learned through its work with p44 to enhance the Software and/or through its use of the Software, and that SMC³ acquired and/or derived from or through MyCarrier. Such information includes: (i) the portion of the Software used to communicate, collate, or otherwise process data with or across third-party systems and the corresponding know-how and design information (including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, and codes for doing so), and (ii) on information and belief, further information that discovery will reveal MyCarrier learned through p44 in the manner described, and that SMC³ acquired and/or derived from or through MyCarrier ((i)-(ii) collectively, the “Trade Secrets”).

86.p44 is the rightful owner of, and has title to, the Trade Secrets. For example, p44 developed the Software at great time and expense. And to the extent MyCarrier would have had any rights in any part of the Trade Secrets, it assigned them to p44 under at least § 5.1 of the Agreement.

87.p44 has taken reasonable measures to keep the Trade Secrets secret. For example, the Agreement contains a broad range of provisions to protect them, including at least §§ 1.1, 2.2, 2.10, 3.1, 3.2, and 5.1. p44 employs similar restrictions in its agreements with other parties that create or use the Software.

88.MyCarrier owed a duty to p44 to maintain the secrecy of the Trade Secrets and to limit their use under at least the above provisions. It also owed such a duty

under the circumstances generally. For example, MyCarrier represented to p44 that it did not seek to create a competing product when negotiating the Agreement.

89. The Trade Secrets were not (i) generally available to the public; (ii) in MyCarrier or SMC³'s possession or known by them prior to receipt from p44; (iii) disclosed to them by a third party; or (iv) independently developed by them. To the contrary, the Trade Secrets required significant research and effort to learn and were taken from p44, as stated.

90. p44's Trade Secrets derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information. For example, one of the Software's competitive advantages is its ability to communicate and collate many types of data across a large number of third-party systems. The lack of equivalent capabilities in SMC3's software—and its emergency need to rectify that to meet MyCarrier's needs—confirms this aspect of the Trade Secrets.

91. SMC³ misappropriated p44's Trade Secrets: It disclosed (for example, to employees, contractors, etc.) and/or used them without p44's consent, including at least to enhance its software. Further, it used improper means to acquire knowledge of them, including at least a breach or inducement of a breach of MyCarrier's duty to maintain secrecy. Additionally or alternatively, at the time of disclosure or use,

SMC³ knew or had reason to know (for example, through Defendant Story and/or the industry norms stated) that the knowledge of them was: (i) derived from or through a person (for example, MyCarrier and SMC³'s employees, contractors, etc.) who had used improper means to acquire them, including at least a breach or inducement of a breach of MyCarrier's duty to maintain secrecy; (ii) acquired under circumstances giving rise to a duty to maintain their secrecy or limit their use, for at least the reasons stated; and/or (iii) derived from or through a person who owed a duty to p44 to maintain their secrecy or limit their use, including at least MyCarrier. Additionally or alternatively, before any material change of the position of SMC³, it knew or had reason to know (for example, through Mr. Story and/or the industry norms stated) that (i) the Trade Secrets were trade secret; and (ii) knowledge of the Trade Secrets had been acquired by accident or mistake (for example, to the extent SMC³ alleges accident or mistake).

92. SMC³'s misappropriation damaged p44, including by eroding the competitive advantage p44 worked hard to secure. p44 has lost the MyCarrier account and all the data traffic that came with it, while SMC³ has strengthened its competing software and expanded the breadth of its API network with the benefit of p44's trade secrets.

93. SMC³ acted intentionally given its knowledge of the Agreement, of MyCarrier's duty to maintain secrecy, and that the Trade Secrets were trade secrets.

94. On information and belief, discovery will reveal that SMC³ has used its

unjustly enhanced software to win or maintain other customer accounts as well, further damaging p44 and unfairly enriching SMC³.

**COUNT III: TORTIOUS INTERFERENCE WITH CONTRACTUAL
RELATIONS**
(against all Defendants)

95. p44 hereby restates and realleges each of the foregoing paragraphs as if fully set forth herein.

96. The Agreement is a valid and enforceable contract.

97. No Defendant is a party or beneficiary to the Agreement between MyCarrier and p44.

98. SMC³ induced MyCarrier to breach the No Build Behind Restrictions by entering into a contract that SMC³ knew would violate the Agreement. As a result of this inducement, MyCarrier offers substantially similar or identical standalone services through SMC³ (including rating, booking, and shipment tracking) in competition with p44's LTL product offerings. This activity violates the No-Build Behind Restrictions regardless of the acquisition, disclosure, or use of any trade secrets or other p44 confidential information.

99. Defendant Story induced MyCarrier to breach the No Build Behind Restrictions by reviewing and approving MyCarrier's contract with SMC³ even as he was fully aware of the Agreement's prohibitions, which he had also reviewed and approved. Defendant Story was familiar with the SMC³ software as well as with

MyCarrier's activities with p44, and therefore knew that MyCarrier's breach would expand the breadth and functionality of SMC³'s network and bring in valuable data traffic, in addition to the MyCarrier account itself.

100. Defendants acted intentionally and with full knowledge of the No Build Behind Restrictions. Defendant Story was personally aware of the No Build Behind Restrictions from his role in approving the Agreement. SMC3 was also aware of the No Build Behind Restrictions from p44's cease-and-desist letter²⁴ and further knew or should have known about the same from its board member Defendant Story. Defendant Story also knew or should have known about the restrictions from the cease-and-desist letter.

101. Defendants' conduct damaged p44 by enabling SMC³ to improperly gain the MyCarrier account and the valuable data traffic that comes with it. SMC³'s actions also resulted in p44's customer MyCarrier marketing and offering a competing product, which is exactly the type of harm the No Build Behind restrictions were intended to prevent.

COUNT IV: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS
(against all Defendants)

102. p44 hereby restates and realleges each of the foregoing paragraphs as if fully set forth herein.

²⁴ Ex. B.

103. The Agreement is a valid and enforceable contract.
104. No Defendant is a party or beneficiary to the Agreement between MyCarrier and p44.
105. SMC³ induced MyCarrier to breach the No Build Behind Restrictions by entering into a contract that SMC³ knew would violate the Agreement. As a result of this inducement, MyCarrier offers substantially similar or identical standalone services through SMC³ (including rating, booking, and shipment tracking) in competition with p44's LTL product offerings. This activity violates the No-Build Behind Restrictions regardless of the acquisition, disclosure, or use of any trade secrets or other p44 confidential information.
106. Defendant Story induced MyCarrier to breach the No Build Behind Restrictions by reviewing and approving MyCarrier's contract with SMC³ even as he was fully aware of the Agreement's prohibitions, which he had also reviewed and approved. Defendant Story was familiar with the SMC³ software's capabilities as well as with MyCarrier's activities with p44, and therefore knew that MyCarrier's breach would expand the breadth and functionality of SMC3's network and bring in valuable data traffic, in addition to the MyCarrier account itself.
107. Defendants acted intentionally and with full knowledge of the No Build Behind Restrictions. Defendant Story was personally aware of the No Build Behind Restrictions from his role in approving the Agreement. SMC3 was also aware of the

No Build Behind Restrictions from p44's cease and desist letter²⁵ and further knew or should have known about the same from its board member Defendant Story. Defendant Story also knew or should have known about the restrictions from the cease-and-desist letter.

108. Defendants' conduct damaged p44 by enabling SMC³ to improperly gain the MyCarrier account and erode p44's competitive advantage. Their actions have unjustly diverted valuable data traffic and platform use from p44 onto its competing platform.

109. On information and belief, discovery will reveal that SMC³ has used its unjustly enhanced software to win or maintain other customer accounts as well, further damaging p44 and unfairly enriching SMC³.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

A. That the Court issue temporary and permanent injunctive relief against SMC³, and that SMC³, its officers, agents, representatives, employees, successors, and assigns, and all others in active concert or participation with SMC³, be enjoined and restrained from disclosing or using p44's trade secrets, and requiring affirmative actions to be taken to protect the trade secrets, including destroying

²⁵ Ex. B.

all copies and any derivative works;

B. That the Court award to p44 all damages available thereto under the Defend Trade Secrets Act of 2016 and/or Georgia Trade Secrets Act for SMC³'s willful and unlawful acts in violation of the same, in an amount to be determined at trial, and including pre-judgment interest and post-judgment interest;

C. That the Court award p44 enhanced damages and reasonable attorney's fees available by applicable law, including as a result of SMC³'s willful and malicious misappropriation;

D. That the Court award to p44 all damages available thereto for Defendants' tortious interference with p44's contractual relations with MyCarrier.

E. That the Court award to p44 all damages available thereto for Defendants' tortious interference with p44's business relations with MyCarrier.

F. That the Court enter on behalf of p44 an award of punitive damages as provided by law;

G. That the Court grant to p44 all other relief which is just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff

hereby demands a trial by jury on all issues so triable.

Dated: December 31, 2024

By: /s/ Brandon R. Keel

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