

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D01 16 07 PL 025367

AMERICAN COLLEGE OF
EDUCATION, INC.,

Plaintiff,

v.

TRIANO WILLIAMS,

Defendant.

FILED

182

JUL 19 2016

Myra A. Eldredge
CLERK OF THE MARION CIRCUIT COURT

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

I. INTRODUCTION

Plaintiff, American College of Education, Inc. ("ACE" or "the College"), hereby files the following action against Defendant, Triano Williams, as follows:

Nature of Action

1. ACE brings this action for preliminary and permanent injunctive relief and damages to stop Mr. William's unlawful conduct.
2. As the Systems Administrator for ACE, Mr. Williams had access to ACE's confidential information and trade secrets. Following his termination, Mr. Williams returned the company-issued computer which he had been using to perform his work duties. This computer had been completely wiped of all information, including information needed by ACE to conduct its business. Specifically, at the time of his employment with ACE ended, Mr. Williams was the sole administrator of ACE's email account (hosted by Google), which is used by its students to communicate with the College and conduct their coursework. Mr. Williams claims the login administrator username and password to access ACE's email account was "autosaved" on his work laptop, but because Mr. Williams wiped his hard drive before returning it to ACE, the administrator

login information was lost. The College has been unable to access its student email account. ACE has attempted to contact Google to access the account, but Google refuses to allow ACE access without the administrator username and password. Without access to its email system, ACE is unable to administer its email account, which is causing immeasurable harm to the College's reputation as its students are unable to access their email and coursework. ACE has also requested the login information multiple times from Mr. Williams, but he has refused to provide this information without ACE paying him \$200,000. As a result, ACE's business and contractual relationships with its students is suffering and at least one student has already declined to begin an online course because of email issues. ACE therefore seeks immediate relief through this Court.

Parties, Jurisdiction, and Venue

3. ACE provides online graduate and professional development programs for educators. ACE is a corporation organized and existing under the laws of the State of Illinois, with its principle place of business located in Indianapolis, Indiana.

4. Mr. Williams is a resident of Illinois, and currently resides in Riverdale, Illinois. Mr. Williams is a previous employee of ACE who worked remotely; however, Mr. Williams often performed work for ACE in Indianapolis, Indiana. Additionally, Mr. Williams has engaged in unlawful acts which he knew would cause harm to ACE's operations in Indianapolis, Indiana.

5. This Court has jurisdiction pursuant to Indiana Trial Rule 4.4.

6. Venue is appropriate in this Court pursuant to Indiana Trial Rule 75.

II. FACTUAL BACKGROUND

7. ACE hired Mr. Williams in 2007 as a Desktop Support employee. At the time he was hired, Mr. Williams worked out of ACE's Chicago, Illinois office.

8. In 2011, ACE closed its Chicago, Illinois office. ACE no longer has any offices located in Illinois.

9. From 2011 until the time of his termination, Mr. Williams was permitted to work remotely from his home in Chicago, Illinois. However, Mr. Williams was often required to travel to ACE's Indianapolis, Indiana office to perform work duties for ACE.

10. In November 2012, Mr. Williams was promoted to the position of Systems Administrator in the Information Technology ("IT") Department. In this role, Mr. Williams was responsible for the day-to-day operation support for ACE's IT systems.

11. Mr. Williams' employment with ACE ended on April 1, 2016.

12. At the time his employment ended, Mr. Williams was the sole administrator of ACE's student email account. The email account's root is "educate.ace.edu" and it is hosted by Google on the cloud.

13. Around 2,000 students are currently registered to use ACE's student email account, including 60 active students.

14. Students use their ACE-issued email addresses to communicate with ACE representatives, fellow students, and faculty. Students also use this account to access their coursework.

15. ACE also uses the Google email account to store student files with confidential information. This information is protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g.

16. As the sole administrator, Mr. Williams was the only employee who had access to the password needed to login to ACE's email account at the time of his termination.

17. On information and belief, Mr. Williams set up the administrator account for ACE's student email system under a personal email address, rather than the work email address provided to him by ACE, triano.williams@ace.edu. Had Mr. Williams' administrator access been set up through his ace.edu email address, the College would have been able to have Google reset the administrator password for the account.

18. By setting up the administrator account under a non-ACE work email address, Mr. Williams violated ACE's standard protocol with respect to administrator accounts. ACE was unaware that Mr. Williams' administrator account was not linked to his work email address until after his employment ended.

19. Shortly after Mr. Williams' employment ended, ACE requested that Mr. Williams return his work computer, which had been provided to Mr. Williams by ACE.

20. Mr. Williams returned his work computer to ACE in May 2016.

21. Before he returned his work computer, Mr. Williams completely wiped the computer and installed a new operating system.

22. Mr. Williams' work computer was also physically damaged. The damage sustained to the computer would not have allowed Mr. Williams to use the computer and ACE can no longer use this computer.

23. In May 2016, ACE began to receive complaints from current students that they could no longer access their ACE student email accounts. They also complained that they could not access files that had been saved on the Google server, such as class assignments.

24. Since Mr. Williams left employment, ACE has received at least 30 calls from students relating to issues with their ACE student email accounts.

25. Because the system on Mr. Williams' computer had been completely wiped and a new operating system was installed, ACE is not able access its student email account as it does not know the login password Mr. Williams' had created for the administrator account.

26. Upon discovering that it could not access its Google-hosted email account, ACE contacted Google to try and access the email account. Because the administrator account had not been set up under Mr. Williams' work email address, Google refused to grant ACE access to the account. In fact, Google explicitly stated the Mr. Williams was the sole administrator and that ACE would have to get the administrator information from him in order to access the account.

27. After exhausting its efforts to access its student email system through Google, ACE contacted Mr. Williams and asked him to provide the administrator information necessary to access the account.

28. On May 23, 2016, Mr. Williams texted James Aldridge, ACE's VP of Technology, asking if Mr. Aldridge was able to get into the email account. Mr. Aldridge responded: "Unfortunately, no. I have not be able to get into Google yet. Do you have the username and password for the admin console?"

29. Mr. Williams responded to Mr. Aldridge's text as follows: "My lawyer told me I had to have the communication come through her from you . . . or ace lawyer before I can try to help."

30. On June 30, 2016, counsel for ACE sent a letter to Mr. Williams' counsel requesting the login information by July 5, 2016. A copy of this letter is attached as **Exhibit A**.

31. On July 6, 2016, Mr. Williams' attorney responded to ACE's June 30, 2016, letter. A copy of the response letter is attached as **Exhibit B**.

32. In the response letter, Mr. Williams' attorney represented that he was the sole remaining administrator when he was terminated. She further stated that the login ID and password used by Mr. Williams to access the Google email account were "autosaved" on his laptop computer, which he returned to ACE. *See Exhibit B*.

33. Based on Mr. Williams' attorney's representation, if Mr. Williams had not wiped his work computer before returning it to ACE, ACE would have been able to access its student email account.

34. Mr. Williams also refused to provide the login information to ACE. Instead, his attorney represented that she was "confident that Mr. Williams could assist the college in reinstating the Google email account" if ACE agreed to pay him \$200,000 to settle the "dispute" over his employment ending. *See Exhibit B*.

35. On July 12, 2016, Mr. Williams contacted KK Byland, Human Resources Director for the College, via email and reaffirmed that he would be "happy" to work with the College "to see if he could help" restore access to the account "upon settlement."

36. Because ACE cannot access its student email account, its current students are unable to use their ACE-issued email accounts for communication and coursework purposes. They also cannot access any files they have saved on their Google accounts.

37. ACE is aware of at least one student who declined to enroll for online classes in July 2016 because of email deliverability issues that ACE was unable to resolve due to lack of access to their Google administrator account. Upon information and belief, ACE believes that other students have or will in the future decline to enroll in online classes due to issues accessing their email and coursework.

III. CAUSES OF ACTION

Intentional Interference With a Contractual Relationship

38. ACE adopts and reincorporates paragraphs 1 through 37 as if set forth in full herein.

39. ACE has agreed to provide email access to its students who choose to use an ACE-issued email address to conduct their coursework and communicate with staff, fellow students, and faculty.

40. Mr. Williams has knowledge of the existence of the contract between ACE and its students.

41. By refusing to provide the administrator login information to ACE for its student email account, Mr. Williams is intentionally interfering with ACE's contractual relationship with its students as these students can no longer access their ACE-issued email accounts.

42. There is no justification for Mr. Williams' refusal to provide the login information for ACE's student email account, as he was assigned the sole administrator of the account as an employee of ACE. ACE owns the Google email account and the administrator console.

43. ACE has suffered, and continues to suffer, irreparable harm as a result of Mr. Williams' unlawful actions.

Intentional Interference With Business Relationships

44. ACE adopts and reincorporates paragraphs 1 through 43 as if set forth in full herein.
45. ACE has agreed to provide email access to its students who choose to use an ACE-issued email address to conduct their coursework and communicate with staff, fellow students, and faculty.
46. Mr. Williams has knowledge of the existence of ACE's business relationships with its students.
47. By refusing to provide the administrator login information to ACE for its student email account, Mr. Williams is intentionally interfering with ACE's business relationships with its students as these students can no longer access their ACE-issued email accounts.
48. There is no justification for Mr. Williams to refuse to provide the login information for ACE's student email account, as he was assigned the sole administrator of the account as an employee of ACE. ACE owns the Google email account and the administrator console.
49. ACE has suffered, and continues to suffer, irreparable harm as a result of Mr. Williams' unlawful actions.

Violation of the Indiana Uniform Trade Secret Act

50. ACE adopts and reincorporates paragraphs 1 through 49 as if set forth in full herein.
51. Mr. Williams had access to all of ACE's intellectual property, including trade secret information.
52. The administrator login and password for ACE's Google-hosted student email account is a trade secret because it derives independent economic value from being in a form that is not readily ascertainable by proper means by other persons who could obtain economic value from the information's disclosure or use.

53. The login information constitutes protected content under the Indiana Uniform Trade Secrets Act, Ind. Code § 24-2-3-1, *et seq.*

54. ACE took reasonable steps to protect this confidential information, including but not limited to restricting access to its members and other employees.

55. Mr. Williams misappropriated this trade secret by wiping this information from his company-issued computer and refusing to provide this information to ACE, who owns the Google account. Mr. Williams has purportedly retained this information in order to force ACE to pay him money. In other words, Mr. Williams misappropriated this trade secret in order to gain an economic advantage.

56. Mr. Williams violated, and is continuing to violate, the Indiana Uniform Trade Secrets Act, I.C. § 24-2-3-1 *et seq.*

57. ACE has suffered, and continues to suffer, irreparable harm as a result of Defendants' misappropriation of ACE's trade secrets.

Conversion

58. ACE adopts and reincorporates paragraphs 1 through 57 as if set forth in full herein.

59. By wiping all the information and data on his company-issued computer, including but not limited to the username and password for ACE's student email account, Mr. Williams knowingly and intentionally exerted unauthorized control over property belonging to ACE.

60. Mr. Williams' conduct constituted conversion pursuant to Indiana Code § 35-43-4-3 and ACE has suffered pecuniary loss as a result of such conduct.

61. Pursuant to Indiana Code § 34-24-3-1, ACE is entitled to recover three times its actual damages, the costs of this action, reasonable attorney's fees, the cost of paying employees to assist in pursuing this action, and all other reasonable costs of collection.

Offense Against Intellectual Property

62. ACE adopts and reincorporates paragraphs 1 through 61 as if set forth in full herein.

63. Mr. Williams intentionally and without authorization destroyed data that constituted a trade secret or confidential information and that resided or existed on a computer system when he wiped all the information on his company-issued computer.

64. Mr. Williams' conduct constituted an offense against intellectual property pursuant to Indiana Code § 35-43-1-7 and ACE has suffered pecuniary loss as a result of such conduct.

65. Pursuant to Indiana Code § 34-24-3-1, ACE is entitled to recover three times its actual damages, the costs of this action, reasonable attorney's fees, the cost of paying employees to assist in pursuing this action, and all other reasonable costs of collection.

Breach of Fiduciary Duty

66. ACE adopts and reincorporates paragraphs 1 through 65 as if set forth in full herein.

67. As an employee of ACE, Mr. Williams had a fiduciary duty to act in the best interests of ACE and to not place himself in a position where his interests are potentially antagonistic to ACE's.

68. Mr. Williams breached this fiduciary duty by destroying company property and data following his termination and by refusing to return key confidential information to the College which he acquired as an employee of ACE.

69. ACE has been harmed because of Mr. Williams' breach of his fiduciary duty.

Criminal Mischief

70. ACE adopts and reincorporates paragraphs 1 through 69 as if set forth in full herein.

71. Mr. Williams intentionally or recklessly damaged his company-issued computer before returning it to ACE following his termination. This damage was committed without authorization by ACE.

72. ACE is no longer able to use this computer because of the damage intentionally or recklessly caused by Mr. Williams.

73. Mr. Williams' conduct constituted criminal mischief pursuant to Indiana Code § 35-43-1-7 and ACE has suffered pecuniary loss as a result of such conduct.

74. Pursuant to Indiana Code § 34-24-3-1, ACE is entitled to recover three times its actual damages, the costs of this action, reasonable attorney's fees, the cost of paying employees to assist in pursuing this action, and all other reasonable costs of collection.

Request for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief

75. ACE adopts and reincorporates paragraphs 1 through 74 as if set forth in full herein.

76. As demonstrated above, Mr. Williams has stolen ACE's confidential administrator account login information – which constitutes a trade secret under Indiana law – and is actively refusing to return this information to ACE.

77. Mr. Williams' theft and refusal to return this information to ACE has caused and will continue to cause damage to ACE.

78. ACE is entitled to injunctive relief to protect it from substantial and irreparable harm for which there is no adequate remedy at law.

WHEREFORE, Plaintiff, American College of Education, Inc., respectfully requests relief in this action that the Court:

A. Enter a Temporary Restraining Order immediately requiring Mr. Williams to provide ACE with the username and password of the administrator account for its Google-hosted student email account. Alternatively, if Mr. Williams claims that he is no longer in possession of the login information, enter a Temporary Restraining Order requiring Mr. Williams to contact Google to have the administrator account turned over to an ACE employee.

B. Enter a Temporary Restraining Order requiring Mr. Williams to refrain from accessing ACE's Google-hosted email account, which contains confidential student information.

C. Enter a Preliminary and Permanent Injunction requiring Mr. Williams to continue complying with the terms of the temporary restraining order.

D. An amount which will fully compensate Plaintiff for all actual damages sustained as a result of Defendants' unlawful conduct;

E. Treble damages under the Indiana Uniform Trade Secret Act and Indiana Code § 34-24-3-1;

F. Attorney fees and other costs incurred in this action;

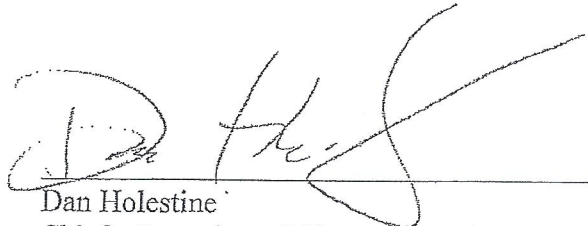
G. All other relief that this Court deems just and proper.

VERIFICATION

I, Dan Holestine, Chief Operating Officer of American College of Education, Inc., do hereby affirm, under the penalties of perjury, that the facts alleged in the foregoing Verified Complaint for Injunction and Other Relief are true to the best of my knowledge, information and belief.

7-13-16

DATE



Dan Holestine
Chief Operating Officer, American College of
Education, Inc.

Respectfully submitted,



Scott James Preston (25436-49)
Melissa K. Taft (29253-53)
Jackson Lewis P.C.
10 West Market Street, Suite 2400
Indianapolis, Indiana 46204
Telephone: (317) 489-6930
Facsimile: (317) 489-6931

*Attorneys for Plaintiff,
American College of Education, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Verified Complaint for Injunctive Relief
and Damages* was served via Certified U.S. Mail, on July 19, 2016 on the following:

Triano Williams
14115 South Wabash Avenue
Riverdale, Illinois 60827-2237

Calvita J. Frederick
Post Office Box 802976
Chicago, Illinois 60680



Scott James Preston

EXHIBIT A



Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C.
10 West Market Street
Suite 2400
Indianapolis, Indiana 46204
Tel 317 489-6930
Fax 317 489-6931
www.jacksonlewis.com

ALBANY, NY	GRAND RAPIDS, MI	MORRISTOWN, NJ	RALEIGH-DURHAM, NC
ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
AUSTIN, TX	HOUSTON, TX	NORFOLK, VA	SACRAMENTO, CA
BALTIMORE, MD	INDIANAPOLIS, IN	OMAHA, NE	SAINT LOUIS, MO
BIRMINGHAM, AL	JACKSONVILLE, FL	ORANGE COUNTY, CA	SAN DIEGO, CA
BOSTON, MA	LAS VEGAS, NV	ORLANDO, FL	SAN FRANCISCO, CA
CHICAGO, IL	LONG ISLAND, NY	PHILADELPHIA, PA	SAN JUAN, PR
CINCINNATI, OH	LOS ANGELES, CA	PHOENIX, AZ	SEATTLE, WA
CLEVELAND, OH	MEMPHIS, TN	PITTSBURGH, PA	STAMFORD, CT
DALLAS, TX	MIAMI, FL	PORTLAND, OR	TAMPA, FL
DENVER, CO	MILWAUKEE, WI	PORTSMOUTH, NH	WASHINGTON, DC REGION
DETROIT, MI	MINNEAPOLIS, MN	PROVIDENCE, RI	WHITE PLAINS, NY

MY DIRECT DIAL IS: 317-489-6942

MY EMAIL ADDRESS IS: SCOTT.PRESTON@JACKSONLEWIS.COM

June 30, 2016

VIA FEDERAL EXPRESS

Calvita J. Frederick
Calvita J. Frederick & Associates
Post Office Box 802976
Chicago, Illinois 60680

Re: Triano Williams v. American College of Education

Dear Ms. Frederick:

When Triano Williams was employed by the American College of Education, he created a Google domain account for student use with the email root "educate.ace.edu." When Mr. Williams set up the domain, he listed himself as the administrator with an email address that did not belong to the College.

The College reached out to Mr. Williams in mid-May to request his administrator passcode to the Google account. He informed the College that, per your instruction, we were to contact you about gaining access to the account. Google will not release any account information to the College because Mr. Williams, and not the College, is the sole administrator on the account.

Google has recently suspended the domain account and the College's students are unable to access their email and other course work stored on the Google domain. The College has approximately 2000 students signed up to use the account.

The College needs Mr. Williams to provide either the login ID and password for the Google account or the email address he is using as the administrator and the password for that email address by Noon EDT on Tuesday, July 5, 2016. If Mr. Williams fails to provide this information by that time, we will have no choice but to pursue any and all available remedies against Mr. Williams. We believe the failure to provide this information will conservatively result in over \$500,000 in damages to the College if Mr. Williams fails to provide the requested information.



Calvita J. Frederick
Calvita J. Frederick & Associates
June 30, 2016
Page 2

Given that time is of the essence, please ask Mr. Williams to communicate directly to KK Byland at the College with the requested information. We look forward to your response.

Very truly yours,

JACKSON LEWIS P.C.

A handwritten signature in black ink, appearing to read "SJP", followed by a long horizontal line.

Scott James Preston

SJP/wjj

4849-0663-4292, v. 1

EXHIBIT B

CALVITA J. FREDERICK & ASSOCIATES
Attorneys at Law
Post Office Box 802976
Chicago, Illinois 60680
(312) 421-5544 (773) 823-1677

FOR SETTLEMENT PURPOSES ONLY

VIA FEDERAL EXPRESS AND EMAIL

February 29, 2016

Scott James Preston
Jackson Lewis
Attorneys at Law
10 West Market Street
Suite 200
Indianapolis, IN. 46204
Scott.Preston@jacksonlewis.com

Re: Triano Williams vs American College of Education

Dear Mr. Preston:

We write in response to your letter dated June 30, 2016 wherein you make several allegations of improper behavior on the part of my client, Mr. Triano Williams while he was employed with the American College of Education, followed by a demand that Mr. Williams provided certain information needed to access your accounts related to some 2000 student emails and course work information. You further indicated that damages to the College will amount to approximately \$500,000.00 if my client fails to comply with your demand, and you give Mr. Williams until July 5, 2016 to provide the requested information.

Mr. Williams has retained my office to represent him in matters related to his claims against the College for wrongful discharge based upon discrimination. Therefore, all communication related to Mr. Williams and the College must be handled through my office with no direct contact with my client.

Further, much of your accounting of the facts that created this unfortunate situation, as detailed in your June 30, 2016 letter, is incorrect. The reality is the College created this problem over the course of the last several years as a result of certain business decisions followed by the termination of certain key employees.

First, Mr. Williams did not set up the Google domain account, as you suggest, but rather the Google domain account was set up by another employee of the College and Mr.

Williams was given a College email account. Although Mr. Williams was one of the Administrators with access to this system, he was not the Super Administrator.

Second, as a result of the College's separation from its parent company, and the separation from College employment of all other Administrators connected to the Google student email and course work system, Mr. Williams was the sole remaining Administrator when the College decided to terminate him and lock him out of the College's Google email system.

Third, the login ID and password used by Mr. Williams to access the Google email account were AutoSaved on Mr. Williams' laptop computer. You may recall that in previous written communication, you demanded Mr. Williams return that laptop computer to you. This request has been complied with.

Fourth, apparently too many unsuccessful attempts to access the Google email Administrator account have resulted in Google suspending the account.

You now have a situation created by a series of bad decisions made by the College. As a result, you stand in no position to make any demands on my client. I therefore view your June 30, 2016 letter as a request for a Settlement Demand in exchange for my client assisting the College with its current and costly situation.

Mr. Williams began his employment with the College in 2007 when he was hired in the position of Desktop Support for Information Technology. In 2012, his position was changed to Integration Systems Support and in 2013 his title was changed once again to Systems Administrator. However, the change in title/positions and responsibilities did not include a commensurate increase in salary. Although Mr. Williams purportedly worked a 9-5, in reality he worked nearly 60 hours most weeks, including time spent on weekends and holidays.

Mr. Williams operated under a written contract agreement with the College that provided for his salary, bonus and his ability to work remotely from his home in Illinois.

As you may be aware, Mr. Williams has a Joint Parenting Agreement that requires him to co-parent his seven-year old daughter including transporting her to and from school several days a week and extensive visitation on the weekends.

On February 18, 2016, Mr. Williams was advised he must relocate to the Indianapolis to work directly out of the corporate office or be terminated by the College.

On the same day, Mr. Williams was given a letter which attempted to bully him into accepting a Separation Agreement that was woefully inadequate from a financial standpoint and further required my client to agree that his termination was a voluntary resignation. The Separation Agreement also required Mr. Williams to give up any rights he might have to file a complaint about his treatment while an employee of the College.

In addition, Mr. Williams would not be able to provide testimony as to the unfair treatment of any other College employee once he "voluntarily resigned".

Upon information and belief, this is not the first College employee that has been unfairly treated and forced out of employment with the College, based upon race, sex, religion or other unlawful criteria.

The Separation Agreement which included the relocation the College attempted to force Mr. Williams to take not only violated the agreement between Williams and the College as to his remote access to work, but also would cause him to violate a court ordered agreement as to his minor child.

Thereafter, the College restricted access to the computer systems necessary for Mr. Williams to perform his work. This move was also accompanied by telephonic messaging which advised Mr. Williams should no longer report to work effective February 29, 2016.

In view of your assessment that this Google email blunder by the College will incur damages in excess of \$500,000, I will assume that you will wish to move expeditiously in resolving this situation that necessitates Mr. Williams assistance.

In order to amicably settle this dispute, Mr. Williams requires a clean letter of reference, and payment of \$200,000.00. The check should be made payable to Triano Williams and Calvita J. Frederick & Associates, his Attorneys.

Once the Settlement Check is received by my office and funds are cleared I am confident that Mr. Williams can assist the College in reinstating the Google email account.

Sincerely,

A handwritten signature in black ink, appearing to read "Calvita J. Frederick", written in a cursive style.

Calvita J. Frederick