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10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA

13 EXAMWORKS, LLC, a Delaware limited  
14 liability company,

15 Plaintiff,

16 v.

17 TODD BALDINI, an individual, ABYGAIL  
BIRD, an individual, LAWRENCE STUART  
18 GIRARD, an individual, PAMELLA TEJADA,  
an individual, ROE CORPORATION, and  
19 DOES 1 through 10,

20 Defendants.

Case No.

**COMPLAINT FOR COMPENSATORY  
AND PUNITIVE DAMAGES FOR  
MISAPPROPRIATION OF TRADE  
SECRETS UNDER DTSA (18 U.S.C. §  
1836 *et seq.*); MISAPPROPRIATION OF  
TRADE SECRETS UNDER CUTSA  
(CAL. CIV. CODE § 3426.1 *et seq.*);  
BREACH OF EMPLOYMENT  
AGREEMENT; BREACH OF  
FIDUCIARY DUTY AND DUTY OF  
LOYALTY**

DEMAND FOR JURY TRIAL

1 Plaintiff ExamWorks, LLC (“ExamWorks”) brings this action against Defendants Todd  
2 Baldini (“Baldini”), Abygail Bird (“Bird”), Lawrence Stuart Girard (“Girard”), Pamella Tejada  
3 (“Tejada”) (together, the “Former Employees”), ROE Corporation, and DOES 1 through 10,  
4 inclusive (collectively, the “Defendants”). ExamWorks asserts claims for: (1) misappropriation of  
5 trade secrets under the Defend Trade Secrets Act (“DTSA”), 18 U.S.C. § 1836 *et seq.*; (2)  
6 Misappropriation of Trade Secrets under California’s Uniform Trade Secrets Act (“CUTSA”), Cal  
7 Civ. Code § 3426.1 *et seq.*; (3) breach of contract; and (4) breach of fiduciary duty and duty of  
8 loyalty. ExamWorks seeks remedies against Defendants including injunctive relief, compensatory  
9 and exemplary damages, disgorgement of compensation, and an award of ExamWorks’ reasonable  
10 attorneys’ fees and costs. In support of its claims and requested relief, ExamWorks alleges as  
11 follows:

## 12 **JURISDICTION**

13 1. This Court has subject matter jurisdiction over ExamWorks’ claims pursuant to 28  
14 U.S.C. § 1331 and the trade secret laws of the United States, 18 U.S.C. § 1836 and 1839 *et seq.*,  
15 and the Court possesses supplemental jurisdiction over ExamWorks’ state law claims under 28  
16 U.S.C. § 1367(a) because ExamWorks’ federal and state law claims derive from a common nucleus  
17 of operative fact.

18 2. This Court also has jurisdiction over this lawsuit under 28 U.S.C. § 1332(a)(1)  
19 because ExamWorks and Defendants are citizens of different U.S. states, and the amount in  
20 controversy exceeds \$75,000, excluding interest and costs. Specifically, ExamWorks is a limited  
21 liability company organized under the laws of Delaware. It is a citizen of Delaware and Georgia  
22 for diversity purposes, as its sole member and 100 percent owner is ExamWorks Group, Inc., a  
23 Delaware corporation with its principal place of business in the State of Georgia. Upon information  
24 and belief, each of the defendants are citizens of California: defendant Baldini is an individual  
25 residing in Folsom, California; defendant Girard is an individual residing in El Dorado, California;  
26 defendant Tejada is an individual residing in Granite Bay, California; and Bird is an individual  
27 residing in Los Angeles, California. Upon information and belief, DOES 1-10 are individuals who  
28 reside in California and/or are corporations that are citizens of California, and ROE Corporation is

1 a citizen of California.

2 3. This Court has general personal jurisdiction over the Defendants because, at all  
3 relevant times, the Defendants were domiciled in California, and thus are citizens of California.

4 4. This Court has specific personal jurisdiction over the Defendants, because some or  
5 all of the Defendants intentionally and purposefully misappropriated, used, and/or disclosed  
6 ExamWorks' trade secret information, and breached their contracts and/or duties of loyalty with  
7 ExamWorks in or around Sacramento, California.

### 8 VENUE

9 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) & (2) and Local  
10 Rule 120(d) because all Defendants are residents of the state of California and at least one  
11 Defendant resides in this judicial district. Venue is also proper because a substantial part of the  
12 events or omissions giving rise to ExamWorks' claims occurred in this judicial district.

### 13 INTRODUCTION

14 6. This action arises from an unlawful conspiracy among the Defendants to  
15 misappropriate ExamWorks' valuable trade secrets and other confidential information so that they  
16 could form a competing company and unlawfully gain an unfair competitive advantage in the  
17 marketplace.

18 7. ExamWorks employed the Former Employees in top management, sales, and  
19 operational positions in Sacramento, California. In particular, defendants Girard and Baldini were  
20 trusted ExamWorks senior executives who received significant equity awards throughout their  
21 employment and in recognition of their leadership role within the company. While still working at  
22 ExamWorks and collecting ExamWorks' paychecks, the Former Employees abandoned their duties  
23 to ExamWorks and instead acted in their own self-interest by plotting the launch of their competing  
24 venture, which they dubbed "Project Palo Alto," an enterprise designed to directly compete with  
25 ExamWorks. Because the Former Employees operated covertly and only referred to their new  
26 enterprise by code name, ExamWorks is not currently aware of the new entity's name. ExamWorks  
27 therefore refers to this competing enterprise as "ROE Corporation" and so names it as a defendant  
28 in this action.



1 applications, workflow enhancements, and system integrations.

2 **ExamWorks has Invested Significant Time and Money in its Trade Secrets**

3 12. For more than a decade, ExamWorks has invested a significant amount of money  
4 and sweat equity in developing its trade secrets, and confidential and proprietary information that  
5 set ExamWorks apart from others in the industry. Among the trade secrets ExamWorks has  
6 developed are: (1) an extensive curated list of direct contact information for doctors who are  
7 certified to provide qualified medical evaluations for a variety of purposes, including workers'  
8 compensation claims, and related information; (2) detailed financials on how to successfully run  
9 ExamWorks' complicated service offerings in a profitable manner; (3) customized pricing on a per-  
10 doctor basis; and (4) an expansive database of information that contains not only the information  
11 related to doctors, finances, and pricing, but also detailed factual information on every case that  
12 ExamWorks has handled throughout the entire United States, including referral tracking and case  
13 status information.

14 13. ExamWorks keeps the majority of this information in its proprietary IMECentric  
15 database. ExamWorks employees with the appropriate access can utilize a different proprietary  
16 program, InfoCentric, to generate detailed and custom reports from IMECentric. Both InfoCentric  
17 and IMECentric are internally built. ExamWorks owns all of the software and source code.  
18 Because IMECentric and InfoCentric programs are used in conjunction with each other, this  
19 complaint collectively refers to these databases as "IMEC" for purposes of simplification.  
20 ExamWorks limits access to IMEC based on an employee's role at the company.

21 14. IMEC is custom-built software with databases containing a wealth of information.  
22 IMEC stores all of the information related to ExamWorks' business, including: (a) case  
23 information; (b) contact information for attorneys, adjusters, and third party administrators; (c)  
24 medical provider information, including doctor contact information, license information,  
25 specialties, demographic information, and exam locations; (d) case history; (e) referral information;  
26 and (f) other detailed information related to each of ExamWorks' cases across the United States.

27 15. IMEC houses so much information because it is the singular operating platform used  
28 to conduct business for the ExamWorks United States IME division. Not only is it the operating

1 platform, but it also houses all physician and client data. Every case received is processed in IMEC  
2 and moves through a queue-based system much like an assembly line. It is a complete integrated  
3 system that includes a rules engine with programmed alerts to assist in meeting key client Service  
4 Level Agreements (SLA's). IMEC includes interfaces for both clients and medical  
5 providers. Clients have the ability to make referrals, submit cases, view historic and current cases  
6 and track case status via a secure portal. It is essentially a window into specific information  
7 contained in IMEC. Upon receipt of cases, they are saved to IMEC and then submitted to the  
8 sorting teams who will sort the records set based on physician preference, create a searchable table  
9 of contents, and then save the final version of the records in OCR format (Optical Character  
10 Recognition). There is also a physician portal where the physician can access all work in progress  
11 and complete essential functions such as dictation of reports through mobile applications. Once  
12 the dictated reports have been transcribed, those reports can be edited and finalized via the  
13 proprietary portal.

14           16. IMEC contains highly sensitive and confidential information dating back at least a  
15 decade for ExamWorks' entire United States market. ExamWorks still has active cases that date  
16 back to 2002 in business units that it acquired from other companies. In total, IMEC contains  
17 information on millions of cases throughout the United States and Canada, with hundreds of  
18 thousands of those cases located in California.

19           17. Even historical data is valuable to ExamWorks and its would-be competitors,  
20 especially as it pertains to the California doctors in ExamWorks' network. Compared to the other  
21 United States marketplaces that ExamWorks operates in, the California market is unique and the  
22 costliest to operate. In other markets, ExamWorks' client is the third-party, such as an insurance  
23 carrier, a law firm, or a third-party administrator, requesting the exam. In these types of cases, the  
24 doctors are often interchangeable for a particular case. In California, however, workers'  
25 compensation cases are assigned to doctors, and ExamWorks can only receive cases by establishing  
26 a relationship with the doctor. Thus, in California, for the Workers' Compensation cases, the doctor  
27 is the "client" and not the third-party seeking the medical evaluation. Many of ExamWorks'  
28 relationships with its California doctors are multi-year relationships that ExamWorks has invested

1 a significant amount of time and funds to continue to maintain, develop, and grow.

2 18. ExamWorks has invested a substantial amount of money (*much* more than \$75,000)  
3 and time in curating its network of medical professionals in California. And, to date, IMEC  
4 contains information on thousands of doctors who practice in California. Among other things,  
5 ExamWorks spends significant funds on internal recruiters to persuade doctors to join ExamWorks'  
6 network. ExamWorks also commissions mailers and flyers, and sponsors and coordinates  
7 conferences in order to recruit doctors. In addition, ExamWorks not only recruits currently certified  
8 doctors, but also recruits doctors who still need certifications and training in order to conduct  
9 medical evaluations. In California, doctors can only conduct workers' compensation examinations  
10 if they have undergone certain training and a certification process. ExamWorks pays for those  
11 trainings and the certification process. ExamWorks has also spent significant sums of money to  
12 acquire competing companies' networks of doctors.

13 19. Once ExamWorks has an established relationship with a doctor, the expenses do not  
14 stop. ExamWorks must pay a significant sum of money and invest a substantial amount of time to  
15 retain those relationships and ensure that the doctors remain happy. IMEC captures this  
16 information in a variety of ways including doctor's names, addresses, telephone numbers, email  
17 addresses, volume of cases, revenue per doctor, negotiated fee per exam for that particular doctor,  
18 among other information.

19 20. IMEC also includes a bounty of information related to SIBTF exams. An emerging  
20 product line of ExamWorks' business is SIBTF exams. SIBTF is a complex disability benefits  
21 program that ExamWorks specializes in and it represents a large area of growth and potential  
22 growth for ExamWorks. ExamWorks offers a one-stop shop with SIBTF. ExamWorks has  
23 streamlined how to handle the complexities of the law regarding this product line and has an  
24 established panel of doctors so that customers can use its services easily. This business line is  
25 growing exponentially year-over-year. This is a business that is specific to California and it is  
26 extremely lucrative with continued potential for growth. ExamWorks is a leader in SIBTF exam  
27 administration.

28 21. In addition to the information related to doctors, IMEC also houses all of

1 ExamWorks' financial information in the entire United States. It includes the units of services  
2 provided on a doctor-by-doctor basis. It can also be extrapolated in various helpful ways including  
3 on a clinic-by-clinic basis, regionally, by city and state, and other useful metrics. Similarly, IMEC  
4 houses data and the ability to run reports related to revenue, gross profit margin, expenses, billings,  
5 and insurance information. IMEC enables countless ways that this information can be extrapolated  
6 and analyzed. It is a veritable treasure trove of information.

7 22. All of the data in IMEC can be extrapolated in a myriad of insightful and helpful  
8 ways. With this type of information a competitor could easily target doctors and know exactly how  
9 to ever so slightly overbid ExamWorks' payments to a specific doctor to easily woo that doctor  
10 away, bypassing the investment and sweat equity that ExamWorks invested in developing its trade  
11 secret and confidential information.

12 23. ExamWorks also has detailed financial information housed in other databases and  
13 that information is a trade secret and confidential as well. ExamWorks' employees in its Finance  
14 department (with the requisite credentials) can run reports that show ExamWorks' monthly,  
15 quarterly, or annual budgets and profit and loss statements, financial projections, comparisons to  
16 prior years, and other detailed information on ExamWorks' revenue, expenses, and profit margins.

17 24. Another essential piece of ExamWorks' business, especially in California, is  
18 targeted acquisitions. ExamWorks invests substantial time and money in identifying acquisition  
19 targets and performing due diligence as to those targets. The negotiation process is typically  
20 extensive, and the deals are negotiated pursuant to non-disclosure-agreements. ExamWorks'  
21 process of identifying acquisition targets, vetting those targets, and the results of that due diligence  
22 is ExamWorks' confidential information. The terms and details of those negotiations are  
23 confidential as well, whether or not successful.

24 **ExamWorks Diligently Protects its Trade Secrets and Confidential Information**

25 25. Because ExamWorks has made substantial investments in its confidential and trade  
26 secrets information, ExamWorks takes significant measures to protect it.

27 26. ExamWorks takes many steps to ensure the security of its confidential, proprietary,  
28 and trade secret information and data. Those steps are outlined in ExamWorks' extensive security



1 policies. ExamWorks has at least 30 policies directed at protecting its confidential, proprietary,  
2 and trade secret information. For example, ExamWorks' Acceptable Use Policy explains that  
3 ExamWorks' information systems are owned by ExamWorks, and "are to be used for business  
4 purposes only, to serve the interests of ExamWorks' customers, and in the course of other normal  
5 business operations." The Acceptable Use Policy also requires that "employees shall protect  
6 confidential and proprietary information entrusted to ExamWorks." This Acceptable Use Policy  
7 also prohibits "the copy or transfer electronic files without prior ExamWorks permission."  
8 Employees are required to abide by each of these security policies.

9         27. By way of brief summary, ExamWorks protects its data and networks through at  
10 least the following policies and procedures: (a) ExamWorks' network is password protected with  
11 multi-factor authentication; (b) ExamWorks limits the employees who can access databases and  
12 data to only those employees who need to access those repositories and data for the purposes of  
13 their employment; (c) ExamWorks limits the employees who can save from their work devices to  
14 a USB drive; (d) when an employee leaves the company, ExamWorks cuts off all access to VDI  
15 ("Virtual Desktop Infrastructure"), databases, and the network automatically; (e) access to  
16 ExamWorks' networks and databases from an employee's home is only permitted through VDI; (f)  
17 employees require key-card access to enter ExamWorks' buildings; (g) guest Wi-Fi networks are  
18 password protected with limited access; (h) guests must sign in at the office; (i) data is encrypted  
19 at rest and in transit; (j) IMECentric and InfoCentric databases can only be accessed thru VDI and  
20 on scan stations deployed by IT and Information Security ("IS"); (k) Network Access Control  
21 monitors and limits network access to the datacenter to approved devices; (l) strict content filters  
22 in VDI requires special approval for exceptions; (m) employees must take security awareness  
23 training annually; (n) access to ExamWorks' networks and databases from an employee's home is  
24 only permitted through VDI; and (o) phishing tests are performed at least annually.

25         28. ExamWorks also protects its trade secrets, proprietary, and confidential information  
26 through its Human Relations ("HR") policies. HR implements at least the following policies and  
27 procedures: (a) ExamWorks' offers of employment are contingent on executing the appropriate  
28 version of the confidentiality agreement at the time of a position change or policy update; (b)

1 ExamWorks ensures the collection of any company property or material at the end of an employee's  
2 employment; (c) at the time of an employee's exit, ExamWorks provides verbal reminders that  
3 ExamWorks' information should be returned; and (d) during an employee's exit, the IME  
4 Resources - Employment Separation Document includes a reminder regarding the employee's  
5 continued obligations to ExamWorks. In addition, ExamWorks regularly conducts exit interviews  
6 with departing employees. ExamWorks sets forth its confidentiality policies in its Employee  
7 Handbook, its Code of Business Conduct and Ethics, its Employee Separation Document, and its  
8 employment agreements with each of its employees. The Former Employees each received these  
9 policies, were aware of these polices, and agreed to abide by them.

### 10 **EXAMWORKS TRUSTED THE FORMER EMPLOYEES**

11 29. ExamWorks hired Stuart Girard on or around August 2009 as its Vice President of  
12 Sales and Marketing for California when ExamWorks acquired Benchmark Medical Consultants.  
13 His role encompassed everything directly related to the marketplace, including customer  
14 interactions, medical provider relationships, recruitment, and retention. As part of his job, he held  
15 the playbook to one of ExamWorks' most valuable assets—the network of medical providers that  
16 ExamWorks curated for more than a decade in California. Girard worked for ExamWorks for more  
17 than a decade. Due to the fact that ExamWorks trusted Girard and the leadership role that he served  
18 in the company, ExamWorks provided Girard with access to its trade secrets and confidential  
19 information.

20 30. On February 15, 2010, Girard signed and agreed to ExamWorks' Confidential  
21 Information Protection Agreement, attached hereto as Exhibit A. In that agreement he agreed that  
22 ExamWorks' confidential information included "all information belonging to, or otherwise relating  
23 to the business of [ExamWorks] or its affiliates, which is not generally known, regardless of the  
24 manner in which it was stored or conveyed...and which [ExamWorks] has taken reasonable  
25 measures under the circumstances to protect from unauthorized use or disclose" and specifically  
26 includes "trade secrets as well as other proprietary knowledge, information, know-how, and non-  
27 public intellectual property rights, including unpublished or pending patent applications and all  
28 related patent rights, formulate, processes, discoveries, improvements, ideas, conceptions,

1 compilations of data, and data, whether or not patentable or copyrightable and whether or not it has  
2 been conceived, originated, discovered, or developed in whole or in part by Employee.” The  
3 agreement further specified examples, including information related to “business plans, operations,  
4 products, strategies, finances, employees, customers, prospective customers, licensees, or licensors;  
5 information received from third parties under confidential conditions, or other valuable financial,  
6 commercial, business, technical or marketing information concerning [ExamWorks], or any of the  
7 products or services made, developed, or sold by [ExamWorks].” Girard agreed that he would not  
8 “use, disclose or reveal to any person any ‘Confidential Information’” outside of his duties to the  
9 company or express written consent of ExamWorks. He further agreed that we would return all  
10 ExamWorks information upon the termination of his employment.

11 31. Throughout his employment, Girard re-committed to protecting ExamWorks’  
12 confidential information and intellectual property. For example, he signed ExamWorks’ Code of  
13 Business Conduct and Ethics, the ExamWorks Employee Orientation Manual, and Employee  
14 Handbook on February 4, 2014, all of which recognize that ExamWorks has confidential  
15 information and that Girard agreed to protect it and return it upon his departure. He signed updated  
16 versions of these policies in 2015, 2016, 2017, 2018, and 2019. In addition, Girard re-affirmed his  
17 agreement to protect ExamWorks’ confidential information when he signed ExamWorks’ Mobile  
18 Device Policy Agreement on May 15, 2015. This agreement is attached hereto as Exhibit B.

19 32. As set out more fully throughout the Complaint, Girard breached ExamWorks’ trust  
20 in a myriad of ways. While ExamWorks believes it has only discovered the tip of the iceberg, its  
21 internal investigation reveals that Girard spent *significant* amounts of time, while at work, and on  
22 ExamWorks’ computers and networks, conducting internet searches and/or visiting websites  
23 related to “escorts” and exploitive pornography. Girard’s activities reveal a pattern of illegal,  
24 problematic behavior and disturbing choices, in addition to a complete disregard for his  
25 professional standing with ExamWorks and the medical evaluations industry. This activity was  
26 also in breach of ExamWorks’ policies and had the potential to severely harm ExamWorks’  
27 reputation in the marketplace if Girard’s actions were discovered as a senior executive and the  
28 public face of ExamWorks throughout the California market.

1           33.     Girard's co-conspirator, Baldini, began his employment with MES Solutions in  
2 November 2008 and worked for MES Solutions for six and a half years. ExamWorks and its  
3 subsidiaries hired Baldini on or around March 2011 when ExamWorks acquired MES Solutions.  
4 He worked for ExamWorks for over nine years. At the time of his departure, he was the Regional  
5 Vice President in California. In that role, he oversaw all of ExamWorks business in the region, and  
6 had management responsibilities for California and Hawaii. He also oversaw the evaluations in  
7 ExamWorks' Western Regions. Due to the fact that ExamWorks trusted Baldini and the leadership  
8 role that he served in the company, ExamWorks provided Baldini with access to its trade secrets  
9 and confidential information.

10           34.     Baldini, on November 3, 2008, upon commencing employment with Medical  
11 Evaluation Specialists, Inc. ("MES") (which ExamWorks would later acquire), signed MES'  
12 Employment Agreement, attached hereto as Exhibit C. Among other things, Baldini agreed that he  
13 would not, except as necessary in the course of his employment, "disclose, disseminate or  
14 distribute, either directly or indirectly, any" confidential information, in any form, without express  
15 written consent. In addition, he agreed that upon his termination of employment, he would return  
16 any confidential information in his possession. He specifically agreed that confidential information  
17 included, but was not limited to: "(i) the identity of any past, present or prospective clients,  
18 customers, medical professionals, employees or contractors of the Company, (ii) past, present or  
19 prospective sales or marketing methods, practices, policies, procedures or techniques utilized to  
20 identify, acquire, service or retain clients, customers, medical professionals, employees or  
21 contractors of the Company, (iii) past, present or prospective business methods, practices, policies,  
22 procedures or techniques utilized in the operation of the Company's business, (iv) past, present or  
23 prospective financial or statistical information regarding the Company, (v) computer software or  
24 data in any way related to the sales, marketing, operations, finances or accounting of the Company's  
25 business, (vi) trade secrets belonging to the Company, and (vii) any records, compilations,  
26 documents or data, in any form or media, related to any of the foregoing."

27           35.     Throughout his employment, Baldini re-committed to protecting ExamWorks'  
28 confidential information and intellectual property. For example, he signed ExamWorks' Code of

1 Business Conduct and Ethics, the ExamWorks Employee Orientation Manual, and Employee  
2 Handbook on February 3, 2014, all of which recognize that ExamWorks has confidential  
3 information and that Baldini agreed to protect it and return it upon his departure. He signed updated  
4 versions of these policies in 2015, 2016, 2017, 2018, and 2019. In addition, Baldini re-affirmed  
5 his agreement to protect ExamWorks' confidential information when he signed ExamWorks'  
6 Mobile Device Policy Agreement on May 18, 2015, attached hereto as Exhibit D.

7 36. Tejada worked for ExamWorks twice. Her second stint with the company began on  
8 June 1, 2016 and lasted almost four years. Tejada was the SIBTF Division Manager in Sacramento,  
9 California. Girard and Baldini created this team by moving existing employees from other parts of  
10 ExamWorks' operations to work exclusively on the SIBTF line of business. Tejada's duties  
11 included scheduling cases, arranging travel for the physicians, claimants, and attorneys to exams  
12 sites, meeting with clients and perspective clients, assigning new cases to physicians, and educating  
13 physicians on reporting requirements and management of the internal operational team. Tejada had  
14 more limited access to IMEC than Girard and Baldini, but did have access to all data associated  
15 with California and SIBTF work.

16 37. Tejada left ExamWorks in 2014 and later rejoined the company in 2016. Tejada  
17 was the SIBTF Division Manager in Sacramento, California. Her duties included administering  
18 SIBTF cases. Tejada had more limited access to IMEC than Girard and Baldini.

19 38. On or around February 2013, ExamWorks hired Abygail Bird as its marketing  
20 coordinator. Over the course of seven years, ExamWorks promoted her to Regional Account  
21 Executive for California. Notably, in 2019, Bird's role was expanded to SIBTF Account Executive.  
22 In her various roles, she was responsible for marketing, doctor referrals, raising ExamWorks'  
23 profile, and, more generally, bringing in business for ExamWorks. Bird had more limited access  
24 to IMEC.

25 39. Like Baldini and Girard, Tejada, and Bird agreed to ExamWorks' confidentiality  
26 policies and also agreed to return ExamWorks' information upon termination. The copies of their  
27 employment and confidentiality agreements are attached hereto as Exhibit E (Tejada) and Exhibit  
28 F (Bird).

1                                   **The Former Employees’ Suspect Departure from ExamWorks**

2           40.     Together, Girard, Baldini, and Tejada represented the top leadership in California  
3 related to ExamWorks’ growing SIBTF business. That they departed to form their own competing  
4 business in this growth area is not a coincidence and raised suspicions, when, one-by-one, they  
5 began to resign and leave ExamWorks.

6           41.     Tejada resigned on February 24, 2020 and left on March 13, 2020.

7           42.     Girard left ExamWorks on March 13, 2020.

8           43.     On or around April 24, 2020 Baldini gave notice that he would be leaving  
9 ExamWorks due to health reasons. Despite this purported reason for his departure, in the weeks  
10 leading up to his resignation, Baldini went into the office regularly and told multiple ExamWorks  
11 employees that he felt well. In conjunction with Tejada’s and Girard’s departures, Baldini’s  
12 departure began to raise red flags that something nefarious was going on; ExamWorks began to  
13 investigate.

14           44.     ExamWorks terminated Baldini on April 29, 2020. Following his termination,  
15 Baldini completed ExamWorks’ Offboarding Checklist and Certification form on April 29, 2020.  
16 Among other things, Baldini certified that he had “returned all equipment, documents, software,  
17 hardware, and any other company property (whether physical, intellectual, or other) in [his]  
18 possession.” As explained in greater detail below, Baldini’s certification, attached hereto as Exhibit  
19 G, was false.

20           45.     ExamWorks terminated Bird on May 4, 2020.

21                                   **THEFT OF EXAMWORKS’ INTELLECTUAL PROPERTY AND MONEY**

22                                   **Former Employees Plot a Competing Company**

23           46.     ExamWorks’ investigation uncovered that unbeknownst to ExamWorks, and at least  
24 as early as Winter 2018, the Former Employees began to covertly plot a new competing business.  
25 The Former Employees intended the new business to directly compete with ExamWorks and gain  
26 a competitive advantage in the marketplace by using ExamWorks’ proprietary and confidential  
27 information. And, the Former Employees planned to target ExamWorks’ growing and lucrative  
28 SBITF business. The Former Employees termed their competing enterprise code name “Project

1 Palo Alto.”

2 47. For example, on October 22, 2018, Baldini, from his ExamWorks email address,  
3 sent Girard and a non-ExamWorks employee, James Tuthill, an “Initial Business Plan” and “FMLC  
4 Budget Draft Active Template-24 Months” excel sheet. The excel sheet contained a detailed  
5 month-by-month **24-month** budget for Project Palo Alto, including tabs for Gross Profit and  
6 Operating Expenses. Baldini would not have been able to create such a detailed projected budget  
7 plan for the first 24 months of his new business but for his access to ExamWorks financials. In  
8 fact, the format of the excel sheet *mirrors* ExamWorks’ trade secret and confidential financial excel  
9 sheets and strongly suggests that the Former Employees used ExamWorks’ spreadsheet as a starting  
10 point. The other document attached to the email, the purportedly “Confidential,” “Conceptual  
11 Initial Business Plan,” identified the new venture as “Feinberg Med-Legal Consultants” and  
12 identified Baldini as the ring-leader, with the presentation directed at Girard, and non-ExamWorks  
13 employee James Tuthill and Dr. Steven Feinberg. It identified its primary focus as SIBTF  
14 evaluative services and stated that its members were “uniquely positioned for immediate success  
15 in this niche marketplace.” The Former Employees, also had plans, “to expand into any and all  
16 other IME related service offerings as able and as business interest allows.” The Former Employees  
17 also wanted to “minimize risk by tapping into existing experiences and resources.” The employees  
18 did just that—by “tapping” ExamWorks’ extensive existing experience and valuable resources.  
19 The Former Employees would spend the next year and a half gathering as much information as  
20 possible to launch “Project Palo Alto,” *i.e.*, ROE Corporation.

21 48. Mr. Tuthill, although not an ExamWorks employee, *is* an ExamWorks vendor, who  
22 as detailed below, in conjunction with his wife, and upon information and belief, worked with the  
23 Former Employees to embezzle money from ExamWorks.

24 49. Dr. Feinberg is a doctor in Palo Alto, the proprietor of Feinberg Medical Group and  
25 Feinberg Medical Legal, and, upon information and belief, is also associated with IPM Medical  
26 Group.

27 50. On January 8, 2019, Baldini sent an email from his ExamWorks email to his  
28 personal email address and attached an excel sheet titled “Project Palo Alto Draft Active Template-

1 24 month 1-10-19 (005)(002).xlsx.” The excel sheet again contained a **24- month** budget for  
2 Project Palo Alto, including tabs for profits, operating expenses, payroll (listing Baldini and  
3 Tejada), and units. Tejada—whose job focused on SIBFT cases—is a valuable asset in this targeted  
4 business plan. The very next day, Baldini sent another email to his personal email address, this  
5 time including a Visio drawing titled “Visio-Drawing1” that contained a schematic labeled “Project  
6 Palo Alto Executive Org Chart.” Girard is listed as the President responsible for “Physician  
7 Development” and Baldini is listed as the CEO. The image also shows Mr. Tuthill as the President  
8 of Business Development and Dr. Feinberg as the Medical Director.

9 51. On February 20, 2019, Girard sent from his personal email to his work email a word  
10 document proposal that appears to be addressed to Scott Thompson of Arrowhead Evaluation  
11 Services and sent from Dr. Feinberg. In this document, the draft states that “Stuart, Todd and [Dr.  
12 Feinberg] outlined what we feel is the best and most productive avenue to move forward with our  
13 joint business venture.” The document further explains: “We start by co-branding Feinberg  
14 Medical Group with Arrowhead Evaluation Services (FAME for now) with the formal business  
15 entity (S-Corp, LLC) TBD.”

16 52. On April 8, 2019, Girard forwarded an email from his personal email address to his  
17 ExamWorks email address, with the subject “for our meeting tomorrow.” He attached a word  
18 document entitled “Project Palo Alto Start.” The document contained an agenda for a meeting on  
19 January 11, 2019, entitled “Project Palo Alto Start-up Agenda.” The agenda included detailed items  
20 related to the company’s legal structure, startup costs, marketing plans, consulting physicians  
21 (including recruitment, contracts, and credentials), and infrastructure, amongst other things.

22 53. That same day, Girard forwarded another document from his personal email to his  
23 work email with the subject line “Thoughts?” The document was titled, “Project Palo Alto  
24 Construction Meeting 4-8-19.” It contained an outline of topics, including: final proposed equity  
25 players, money discussion, start-up business cascade, business entity discussions, acquisition target  
26 discussions, Baldini and Girard Exit Plans, startup costs, transition outline and timeline, and next  
27 steps. Included in that document, was a discussion of whether Baldini and Girard should use  
28 “IPM,” which likely refers to IPM Medical Group, to launch their company. IPM Medical Group



1 is an integrative pain management group with dozens of locations for treatment and a robust multi-  
2 specialty medical legal business focused primarily on workers' compensation claims. It also  
3 "coincidentally" happens to be where Girard is currently employed.

4 54. The "Project Palo Alto Construction Meeting 4-8-19" document also included a  
5 discussion of acquisition targets, illustrating an example of how Baldini and Girard have already  
6 used ExamWorks' confidential and proprietary information in the founding of their company.  
7 Among other things, Project Palo Alto's acquisition targets were ExamWorks' confidential  
8 acquisition targets that Baldini and Girard were intimately familiar with. Girard and Baldini, as the  
9 heads of ExamWorks' California operations, were intimately involved with ExamWorks'  
10 acquisition targets. Baldini and Girard made use of ExamWorks' diligence, time, effort, and  
11 expense in order to identify potential acquisition targets for purposes of ROE Corporation.

12 55. The "Project Palo Alto Construction Meeting 4-8-19" document further detailed the  
13 nefariousness of Baldini's and Girard's actions—as it outlined how to best leave the company  
14 without raising suspicion, *i.e.*, one at a time or together and if they should go through with a "job  
15 ad/head hunter concept," and if Baldini should get a new job at FML while Girard would obtain a  
16 new job at "IMC", which likely is meant to refer to "IPM." Baldini and Girard knew what they  
17 were plotting to do—and ultimately did—was wrong because they factored legal fees into startup  
18 costs. This scheme is excerpted from the document below:

19  
20 **6. Baldini and Girard Exit Plans**

- 21 a. One at a time vs. together.
- 22 b. If separate, who first, when, how and why?
- 23 c. If Second who second when, how and why?
- 24 d. Job ad/head hunter concept.
- 25 e. Todd to FML and Stuart to IMC?
- 26 f. Expected EW reaction in each scenario

27 56. The "Palo Alto Construction Meeting 4-8-19" document also included a "Final  
28 Proposed Equity Players" breakdown. It provided for the following equity distribution: 18%: Steve  
Feinberg- Medical Director, 18%: Bill George: CFO- Financial and Business Management; 18%:  
Todd Baldini: CEO- Operations; 18%: Stuart Girard: President of Business Development; 18%:

1 James Tuthill: President of Sales; and 10%: Physician Equity Pool. Equity investment would come  
2 from: (i) Bill George for “capitol investment, operations/infrastructure cost spread, existing ML  
3 business roll-in”; (ii) James Tuthill- “Secondary Capitol Investment”; and (iii) Steve Feinberg for  
4 “Tertiary Capitol investment, operations/infrastructure cost spread, existing ML business roll-in.”  
5 William “Bill” George is the Chief Executive Officer of NextPain, which is also part of the IPM  
6 Medical Group.

7 57. As at least two of the equity-backed founders of the Project Palo Alto venture are  
8 associated with IPM, it is likely not a coincidence that Girard would cover-up his covert actions by  
9 now “legitimately” working at IPM. Upon information and belief, “FML” refers to “Feinberg  
10 Medical Group” or “Feinberg Medical Legal.” Dr. Feinberg practices at Feinberg Medical Group;  
11 the type of services that ExamWorks and Feinberg Medical Group, as well as Project Palo Alto was  
12 projected to provide include “Medical Legal” services. It is similarly not a coincidence that Baldini  
13 would plan to “legitimately” work at FMG, the other organization backing their covert Project Palo  
14 Alto venture.

15 58. Ultimately, Baldini and Girard set this plan in motion and strategically executed on  
16 it by covertly mining information from ExamWorks for more than a year and a half. It culminated  
17 in Girard and Tejada leaving ExamWorks on March 13, 2020. Girard went to work for IPM  
18 Medical Group as planned and Tejada went to work for James and Trisha Tuthill’s business,  
19 Dunamis Alliance, LLC. Mr. Tuthill is the President of Dunamis Alliance. Also as planned,  
20 Baldini followed suit, tendering his resignation on April 24, 2020. Upon information and belief,  
21 Baldini now plans to pursue a job at FMG. Together, Baldini and Girard will use IPM and FMG  
22 to form a competing enterprise, termed “Project Palo Alto,” and herein identified as ROE  
23 Corporation.

#### 24 **Former Employees Steal ExamWorks’ Confidential and Trade Secret Information**

25 59. The Former Employees siphoned off ExamWorks confidential information and  
26 trade secrets since at least Winter 2018, in a coordinated and calculated effort to raid ExamWorks’  
27 intellectual property in furtherance of their own competing business, ROE Corporation. DOES 1-  
28 10 worked in conjunction with the Former Employees to use and disclose ExamWorks trade secret

1 and confidential information in order to successfully launch ROE Corporation and chip-away at  
2 ExamWorks' market share. The plan was executed in accordance with the business plan outlined  
3 in the "Project Palo Alto Construction Meeting." The following summary outlines examples of the  
4 types of information that the Defendants took from ExamWorks, which ExamWorks was able to  
5 piece together through forensic analysis. As ExamWorks' investigation is in early stages, this is  
6 likely just the tip of the iceberg, and the Defendants have likely misappropriated and made use of  
7 *much* more information than what is outlined here. The following are just a few examples of the  
8 types of information the Defendants misappropriated:

9           60.     On **January 8, 2019**—the very same day Baldini was sending himself the outline  
10 for his new competing business venture, Baldini was also sending himself an extensive spreadsheet  
11 of financial information from InfoCentric containing comprehensive financials for 2018 with a full  
12 list of physicians, attorneys, clients, cases, and revenue from each company related to SIBTF. It  
13 further included information for a law firm that Baldini would later target to steal away from  
14 ExamWorks. The information contained in that spreadsheet was, and is, highly confidential and  
15 trade secret. This information is valuable because it is a running target list of poachable and  
16 profitable business, and the exact area of business that the Defendants planned to concentrate in.  
17 The spreadsheet contains detailed client (*i.e.*, attorney, third party provider, and/or insurance  
18 provider) contact information including phone and email addresses. This contact information is  
19 highly confidential and took ExamWorks years to build and countless dollars to curate. These are  
20 specific contacts at broader organizations who have referred previous cases before. This is not  
21 contact information that one can find via general searching on the Internet, and it would be difficult  
22 and time consuming to independently derive and compile. Baldini had no legitimate reasons to  
23 include this type of detailed contact information in an excel sheet for the purposes of his  
24 responsibilities at ExamWorks.

25           61.     On **March 3, 2019**, Girard sent his personal email address an email attaching a  
26 proposal, fee schedule, and professional fee agreement for one of ExamWorks' physicians.  
27 Together these documents represent the "recipe" book of how ExamWorks engages doctors into its  
28 network. In particular, the fee schedule for a particular doctor is highly confidential and trade secret

1 information. Each doctor's fees are negotiated separately and customized to that doctor. Knowing  
2 the exact fees that a doctor is paid for a range of services and how fees are split between  
3 ExamWorks and specific doctors allows a competitor to undercut ExamWorks and easily recruit  
4 away doctors, which are ExamWorks' most valuable asset in California.

5         62. On **April 5, 2019**, Girard sent his personal email address an email attaching "EW  
6 Income Statements," which included revenue, gross margin, EBITDA, and cost breakdown  
7 information for April 2019. This excel sheet illustrates the financials of everything that  
8 ExamWorks does in California. It connects all the pieces in the market together, demonstrates the  
9 relationships that ExamWorks has, and would allow a new business to create projections in building  
10 its own financial landscape. This information would be very helpful to a competitor attempting to  
11 jump-start a new business in order to see what product lines work, and what type margins are  
12 necessary in order to run a business. It is the type of detailed financial information that a potential  
13 investor would want to see and hear about in order to invest in a new company. This is also the  
14 type of information a new company would need in order to successfully partner with an already  
15 established company like IMP Medical Group, or Feinberg Medical Group. It would help the new  
16 company understand how to best position those third-party companies to succeed in the  
17 marketplace, as ExamWorks is the market leader.

18         63. On **June 2, 2019**, Baldini sent himself a June Forecast attachment, containing  
19 financial projections for ExamWorks in California during 2019. This was broken down by sources  
20 of revenue, including personal injury, disability, and workers compensation. In June, Baldini also  
21 sent himself documents containing information meant for ExamWorks physicians about subject  
22 injury fund reports and lists of medical legal companies that ExamWorks likely affiliates with. In  
23 addition, he sent himself an "EW Financials" spreadsheet which included June 2019 revenue,  
24 margin, EBITDA and cost breakdown data. This financial information is a trade secret, highly  
25 confidential, and valuable to a competitor for the reasons already discussed.

26         64. On **August 1, 2019**, Baldini sent his personal email address a  
27 "Budget Worksheet – CA 2019" containing financial projections for ExamWorks in California for  
28 2019, broken down by source of revenue. He also sent himself a document entitled "Detailed

1 thoughts regarding the MLFS proposal” and a “Subsequent Injuries Benefit Trust Fund” case  
2 handbook. These are highly confidential ExamWorks’ tools for monthly budgeting. They include  
3 analysis of trends and projections based on actual numbers taken from the business per month.  
4 These types of financial tools would be very valuable for a competing company, particularly a new  
5 company, that was looking for capital to start a new business. These spreadsheets provide the  
6 ability to project their expected demand for services.

7         65.     On **October 17, 2019**, Girard sent his personal email address two documents, Page  
8 Count Reports Reveals Sups and QMEs v2.xlsx. These documents relate to expected changes in  
9 California’s rules related to QMEs for workers’ compensation. California has undergone an  
10 extensive process of evaluating changes to the way it will pay for QMEs, and ExamWorks was a  
11 trusted advisor in that process. The new rules are expected to pass in the second or third quarter of  
12 this year, although it may be delayed due to Covid-19. Because ExamWorks knew that there would  
13 be rule changes, and as part of ExamWorks’ advocacy in this area, it built confidential and  
14 proprietary models to analyze the effects on ExamWorks’ business and project the best way  
15 forward. These documents reflect that and took significant time and expense to create. They are  
16 an accounting of the average fees per case and the associated billings and they helped ExamWorks  
17 project potential scenarios under the new rules and what they would mean for ExamWorks’  
18 business. A new company with ExamWorks’ projection tool in this area could easily navigate the  
19 new rules and the expected effect on their new business.

20         66.     On **October 29, 2019**, Girard sent his personal email address additional documents  
21 related to SIBTF, documents titled SIBTF Cases – 01-2019 to 10-2019.xlsx and SIBTF CA Referral  
22 Tracker by Office v2 01-2019 to 10-2019.xlsx. These are extracts from the IMEC databases.  
23 SIBTF Cases – 01-2019 to 10-2019.xlsx includes specific details on the individual cases and the  
24 associated billing amounts for each case. It also includes doctor totals, average fees per specialty,  
25 market opportunity, and other pertinent information. SIBTF CA Referral Tracker by Office v2 01-  
26 2019 to 10-2019.xlsx breaks down the SIBTF referrals by month for more than **1,200 cases**. This  
27 allows a potential competitor to easily see where and when new referrals (*i.e.*, new business) are  
28 coming from. These documents would be an invaluable playbook in this lucrative expanding

1 SIBTF business area.

2           67.     On **December 2, 2019**, Bird sent Girard’s personal email address a list of doctors  
3 and clients in two expansive spreadsheets, Clients.xlsx and Doctors.xlsx. Clients.xlsx contains  
4 **124,756 unique client entries** with detailed contact information for ExamWorks’ *entire* client base.  
5 Doctors.xlsx contains detailed contact information for more than **10,000 doctors** across  
6 ExamWorks’ entire active doctor network. This information is extremely valuable and represents  
7 more than a decade of investment in money and time in compiling and building out this network.  
8 The contact information for ExamWorks’ clients and ExamWorks’ doctors across ExamWorks’  
9 entire network is not available on the Internet via Google searches. For ExamWorks’ law firms  
10 and insurance carriers, it is the specific contact person with whom ExamWorks often spent years  
11 developing a relationship; that company representative is not usually identified on the Internet.  
12 Similarly, ExamWorks’ doctor database has contact information that would take years to compile  
13 considering these are individual doctors who it has credentialed, and often trained through the  
14 process. ExamWorks’ competitors also do not release their doctor panel or customers list with their  
15 contact information publicly. There is **never** a reason for *any* employee to compile this information  
16 and send it to themselves. This information, for the entire United States market, goes well beyond  
17 Baldini’s and Girard’s roles—which were limited to California. It also goes well beyond Bird’s  
18 role—as she had a more limited and minor role within California than either Baldini or Girard.  
19 Bird had no reason or authority to access and send this information in her role. For a new competing  
20 business, like ROE Corporation, these voluminous spreadsheets give them instant lead generation  
21 on who to contact and recruit to start generating new business.

22           68.     On **January 8, 2020**, Girard sent his personal email address an 80+ page highly  
23 detailed Sales Operation PowerPoint presentation that Baldini had forwarded to him that morning.  
24 The information contained in this PowerPoint is highly confidential and trade secret. Among other  
25 things, it contains top performing doctors with high utilization, top referrals, and top clients. It also  
26 includes details on SIBTF. This information is invaluable to a new competing company.

27           69.     On **January 9, 2020**, Girard sent himself a PowerPoint for a California Sales and  
28 Operation meeting, including information on finances, referrals, organizational structure, top

1 clients and doctors, and recruitment, a “First Case Example CA” mass spreadsheet of ExamWorks’  
2 cases by marketer, clients and contact info, parent companies, and case status. In essence, this  
3 excel sheet contained his whole region’s strategic plan, including top clients, doctors, expansion  
4 plans, year-over-year, and on a sales rep-by-sales rep breakdown. It contains invaluable  
5 information related to ExamWorks’ referrals. Among other things, this information helps in  
6 identifying new clients, targeting new business, and identifying new clients of ExamWorks who  
7 may be easily poached—since they have yet to establish deep ties with ExamWorks.

8         70.     On **January 16, 2020**, Tejada sent her personal email address a document, Brown  
9 & Todoroff.xlsx. This excel sheet represents pending cases, including status of cases, for this  
10 particular law firm. Tejada appears to have highlighted four cases in early stages where no  
11 appointment has yet been confirmed. These cases could be easily poached by a competing business.  
12 This information is confidential and a trade secret and defendants misappropriated this information.  
13 Upon information and belief, the purpose of that misappropriation is to make use of it in poaching  
14 cases associated with this law firm.

15         71.     On **February 25, 2020**, just a few short weeks before Girard’s last day of work,  
16 Girard plugged a Verbatim STORE N GO USB device with serial number 9000848CB1153E07  
17 into his work computer for two and half hours. On information and belief, Girard copied  
18 ExamWorks confidential and trade secret information to that USB drive during that time period.

19         72.     On **March 12, 2020**, Baldini requested access from ExamWorks’ IT helpdesk to  
20 ExamWorks’ “National Sales X:Drive,” which contains confidential and trade secret information  
21 related to ExamWorks’ entire United States sales history. Due to Baldini’s senior executive status  
22 in the company, Baldini had the authority to request this type of access. It is extremely suspect that  
23 Baldini would seek such access in the month prior to his departure.

24         73.     On **March 13, 2020**, Girard’s last day of work at ExamWorks, Girard sent Baldini  
25 two Excel spreadsheets, one named “Doctors List 073018” and another named “EW WC E-mails  
26 2.13.202.” The first excel sheet contains the names, addresses, email addresses, and specialties of  
27 over 400 doctors, and the second excel sheet contains the names, specialties, and email address of  
28 268 doctors. Although this email is between their ExamWorks email addresses, upon information

1 and belief, and based on all the other circumstances surrounding their departure, Girard and/or  
2 Baldini misappropriated these documents for their own use in ROE Corporation.

3 74. On **March 22, 2020**, Baldini sent his email address a chart from InfoCentric, titled  
4 “SIBTF cases 1-2019 to 03-2020” that included company, doctor, contact information, and  
5 appointment date information in it. This document contains information on more than 53,000 cases  
6 on a case-by-case basis and includes detailed contact information for both the doctor and the  
7 customer over the last year and a half. This is not just information you can find easily on the  
8 Internet. It has taken ExamWorks a significant amount of time to develop these relationships.  
9 There is absolutely no reason for this level of detail and amount of information to be exported from  
10 the system and sent to a personal email address.

11 75. On **April 24, 2020**, the same day that Baldini gave notice that he was resigning from  
12 ExamWorks, Baldini exported three excel sheets from InfoCentric containing a vast amount of  
13 information: (1) all case information (including the client, doctor, appointment, case type, company  
14 information, and doctor information) from California, Oregon, and Washington from January 1,  
15 2020 through April 2020; (2) all case information from California, Oregon, and Washington from  
16 2019; and (3) all case information from California, Oregon, and Washington from 2018. Baldini  
17 had no reason to run these types of expansive searches, covering every case, in his entire region,  
18 for more than two and a half years, on the very day that he gave notice of his resignation. The only  
19 reason Baldini could have for running these searches is if he planned to utilize the information in  
20 his new competing enterprise. And, on information and belief, he did take this information. Baldini  
21 ran similarly expansive searches in the months leading up to his departure, with some of the  
22 searches dating back to 2015 and others creating forecasts of future projections.

23 76. In sum, the Former Employees, took everything they could possibly need to start a  
24 new successful competing business, *i.e.*, ROE Corporation. On information and belief, the Former  
25 Employees conspired with DOES 1-10, its co-conspirators in Project Palo Alto, to take this  
26 information and use and disclose if for the benefit of ROE Corporation.

27 //

28 //



1 **Defendants Are Causing Irreparable Harm to ExamWorks**

2 77. The information that the Former Employees misappropriated is likely to cause  
3 immediate harm to ExamWorks in at least the following ways (if it has not already happened): (1)  
4 the Defendants may already be targeting doctors with ExamWorks' extensive confidential doctors  
5 contact list and confidential pricing information in order to undercut ExamWorks and entice them  
6 away; (2) the Defendants may already be using ExamWorks' confidential client and referral  
7 information to target attorneys, insurance providers, law firms, and other third party clients and  
8 customers; (3) the Defendants are likely using ExamWorks' detailed and highly confidential  
9 financial information and projections to secure investors and start their competing company; and  
10 (4) the Defendants are likely using ExamWorks' past acquisition's due diligence to target  
11 businesses that they would like to acquire.

12 78. ExamWorks has at least some evidence that the former employees may have already  
13 started to cause ExamWorks irreparable harm by damaging its goodwill and harming customer  
14 relationships in the SIBTF space. Three of the key firms that equate to approximately 53% of the  
15 SIBTF referral volume have not referred since mid to late March 2020. An average of the trailing  
16 twelve months (TTM) would suggest that the referral volume should equate to approximately 59  
17 new case referrals per month. The loss of revenue from these three referral sources alone would  
18 equate to millions of dollars a year. There are other smaller referral sources, which have not  
19 referred as well, but each make up a smaller percentage of the sum total. The SIBTF referral  
20 volume for the month of April in the aggregate is reflective of an 80% decline compared to the  
21 TTM. The evaporation of incoming referrals coincides with the former employees' abrupt  
22 departures in the SIBTF departments.

23 79. Although the potential harm to ExamWorks is severe, it will also be difficult, if not  
24 impossible, to quantify. ExamWorks' relationships with its doctors, clients, and customers took  
25 years of goodwill to build up and countless dollars. The loss of any of these trade secrets and  
26 confidential information would undermine the ability of ExamWorks to continue those  
27 relationships and maintain its position as a leader in the marketplace. Any such damage cannot be  
28 remedied by monetary damages, will cause irreparable harm to ExamWorks, and ExamWorks

1 requires immediate relief.

2 **Former Employees Diverted Significant Amounts of Money to Co-Conspirators**

3 80. Not only did the Former Employees steal ExamWorks' confidential and trade  
4 secrets information, but the Former Employees, on information and belief, and in coordination with  
5 other individuals who were involved in the planning of Project Palo Alto, diverted a significant  
6 amount of money from ExamWorks to companies associated with the founding of Project Palo Alto  
7 and ROE Corporation.

8 81. For example, as detailed above, Mr. Tuthill was involved in the planning of Project  
9 Palo Alto. Among other things, on January 17, 2019, Baldini emailed Mr. Tuthill and wrote "we  
10 need to discuss Project Alto as well." Mr. Tuthill is also identified as the "President" of "Business  
11 Development" in the Visio drawing of Project Palo Alto's corporate structure.

12 82. Mr. Tuthill owns MedLegal Records, which is an ExamWorks' vendor dating back  
13 to 2015. On September 12, 2019, during the time in which Baldini, Tejada and Tuthill were plotting  
14 Project Palo Alto, Baldini emailed Tejada to specifically request that she push to use MedLegal  
15 wherever she could. Tejada confirmed that she was doing just that. It is *extremely* suspect that the  
16 individuals involved in covertly plotting a competing business, were advocating to push as much  
17 business as possible to a co-conspirator.

18 83. Further, Mr. Tuthill's wife, Trisha Tuthill, invoiced ExamWorks for more than  
19 \$80,000 for "marketing" and "SIBTF counseling" services beginning on January 25, 2019, the  
20 exact same time that Mr. Tuthill, Baldini, Girard, and Tejada were beginning to discuss their new  
21 venture in earnest and seeking investment funds. Each of the invoices were at or below the cost of  
22 \$5,000 dollars; Baldini's authorization for vendor expenses was capped at \$5,000. Despite a  
23 diligent investigation, ExamWorks has not been able to uncover what, if any, services, Mrs. Tuthill  
24 has actually provided to ExamWorks. Upon information and belief, Girard and Baldini approved  
25 Trisha Tuthill as a "vendor" and paid these funds to her without Ms. Tuthill rendering any services  
26 to ExamWorks.

27 84. In addition, the Tuthills now have a third enterprise embroiled in this plot against  
28 ExamWorks. The Tuthills incorporated a new organization, Dunamis Alliance LLC, on January 8,

1 2020. It is likely not a coincidence that Tejada now works as an account manager at Dunamis  
2 Alliance. There are just too many coincidences for this not to be a coordinated conspiracy against  
3 ExamWorks.

4 85. In addition, the Former Employees, upon information and belief, also paid nearly  
5 \$100,000 to Scott Monticello for marketing and consulting work related to SIBTF. Again, the  
6 invoices were each for \$5,000 or less. And, again, despite a diligent investigation, ExamWorks has  
7 not been able to uncover what, if any, services, Mr. Monticello has actually provided to  
8 ExamWorks. Upon information and belief, Girard and Baldini approved Mr. Monticello as a  
9 “vendor” and paid these funds to him without Mr. Monticello rendering any service to ExamWorks.

10 86. Girard and Bird have also sent ExamWorks related documents to Mr. Monticello  
11 including documents about a third-party target that ExamWorks previously sought to acquire.

12 87. Upon information and belief, these are not the only means through which the Former  
13 Employees siphoned money away from ExamWorks. ExamWorks expects that these issues go  
14 much deeper, and specifically reserves the right to amend this complaint to assert allegations related  
15 to civil embezzlement once it completes its broader investigation into these issues.

16 **COUNT ONE**  
17 **Misappropriation of Trade Secrets under the DTSA, 18 U.S.C. § 1836 et seq.**  
18 **(Against all Defendants)**

19 88. ExamWorks re-alleges the allegations of paragraphs 1-31, 33-45, 47, 50, 54, and 59-  
20 79 above as if fully set forth herein.

21 89. ExamWorks owns and possesses certain confidential, proprietary and trade secret  
22 information, including, but not limited to: (1) an extensive curated list of direct contact information  
23 for doctors who are certified to provide qualified medical evaluations for a variety of purposes,  
24 including workers’ compensation claims, and related information; (2) detailed financials on how to  
25 successfully run ExamWorks’ complicated service offerings in a profitable manner; (3) customized  
26 pricing on a per-doctor basis; and (4) an expansive database of information that contains not only  
27 the information related to doctors, finances, and pricing, but also detailed factual information on  
28 every case that ExamWorks has handled throughout the entire United States, including referral  
tracking and case status information customer contracts and pricing data, product protocols, and

1 strategic plans. These trade secrets are described in more detail in paragraphs 12-24, 60-76.

2 90. This confidential, proprietary, and trade secret information relates to services  
3 ExamWorks provides across the United States.

4 91. ExamWorks has taken reasonable measures to keep such information secret and  
5 confidential by, among other things, limiting access to its trade secret information, guarding  
6 electronic access points to the information, and implementing employment policies requiring  
7 employees to abide by their confidentiality obligations to ExamWorks.

8 92. This confidential, proprietary, and trade secret information derives independent  
9 economic value, both actual and potential, from not being generally known to other persons or  
10 businesses who could obtain economic value from its disclosure or use.

11 93. Defendants misappropriated ExamWorks trade secret information in the improper  
12 and unlawful manner as alleged herein. For more than a year and a half, the Former Employees  
13 and DOES 1-10 conspired to misappropriate ExamWorks' trade secret and confidential information  
14 in order to launch a directly competing business, ROE Corporation. Defendants then set that plan  
15 in motion, and over the last 18 months strategically siphoned away ExamWorks' trade secret and  
16 confidential information. Defendants took everything that they could possibly need to make ROE  
17 Corporation a success, including detailed financials, expansive nationwide doctor lists, detailed  
18 nationwide case information, referral information, SIBTF information, and acquisition information,  
19 among other things. Defendants are currently using and disclosing this valuable information to  
20 steal away ExamWorks' doctors and cases and make ROE Corporation a successful competing  
21 business. On information and belief, ROE Corporation, in turn, misappropriated the trade secret  
22 information by acquiring it with knowledge or reason to know that it had been obtained by the  
23 Former Employees and DOES 1-10 through improper means, and using and disclosing it for  
24 purposes of directly competing against ExamWorks. Indeed, ROE Corporation owes its entire  
25 existence to ExamWorks' trade secret information and is only able to compete in the marketplace,  
26 with little to no lead time, because of the theft and use of that information by its principals, the  
27 Former Employees and DOES 1-10. Defendants' misappropriation of ExamWorks' trade secret  
28 information is ongoing.



1 economic value, both actual and potential, from not being generally known to other persons or  
2 businesses who could obtain economic value from its disclosure or use.

3 103. Defendants misappropriated ExamWorks trade secret information in the improper  
4 and unlawful manner as alleged herein. For more than a year and a half, the Former Employees  
5 and DOES 1-10 conspired to misappropriate ExamWorks' trade secret and confidential information  
6 in order to launch a directly competing business, ROE Corporation. Defendants then set that plan  
7 in motion, and over the last 18 months strategically siphoned away ExamWorks' trade secret and  
8 confidential information. Defendants took everything that they could possibly need to make ROE  
9 Corporation a success, including detailed financials, expansive nationwide doctor lists, detailed  
10 nationwide case information, referral information, SIBTF information, and acquisition information,  
11 among other things. Defendants are currently using and disclosing this valuable information to  
12 steal away ExamWorks' doctors and cases and make ROE Corporation a successful competing  
13 business. On information and belief, ROE Corporation, in turn, misappropriated the trade secret  
14 information by acquiring it with knowledge or reason to know that it had been obtained by the  
15 Former Employees and DOES 1-10 through improper means, and using and disclosing it for  
16 purposes of directly competing against ExamWorks. Indeed, ROE Corporation owes its entire  
17 existence to ExamWorks' trade secret information and is only able to compete in the marketplace,  
18 with little to no lead time, because of the theft and use of that information by its principals, the  
19 Former Employees and DOES 1-10. Defendants' misappropriation of ExamWorks' trade secret  
20 information is ongoing.

21 104. As a direct and proximate result of Defendants' conduct as alleged herein,  
22 ExamWorks has suffered damages in an amount to be proven at trial but which exceeds hundreds  
23 of thousands of dollars.

24 105. Defendants' misappropriation of ExamWorks' trade secret information was willful  
25 and malicious, further entitling ExamWorks to recover exemplary damages and its attorneys' fees  
26 and costs.

27 106. If Defendants' conduct is not remedied, and if Defendants are not enjoined,  
28 Defendants will continue to misappropriate, disclose, and use for their own benefit and to

1 ExamWorks' detriment ExamWorks' trade secret information.

2 107. Because ExamWorks' remedy at law is inadequate, ExamWorks seeks, in addition  
3 to damages, a temporary restraining order, preliminary and permanent injunctive relief to recover  
4 and protect its confidential, proprietary, and trade secret information and other legitimate business  
5 interests. Injunctive relief is necessary to eliminate the commercial advantage that otherwise would  
6 be derived from Defendants' misappropriation of ExamWorks' trade secret information.

7 **COUNT THREE**  
8 **Breach of the Employee Confidentiality Agreement**  
9 **(Against Baldini)**

10 108. ExamWorks re-alleges the allegations of paragraphs 1 through 87 above as if fully  
11 set forth herein.

12 109. Through Baldini's Employment Agreements, attached hereto as Exhibits B and C,  
13 Baldini entered into a binding, valid contractual agreement with ExamWorks that specified all  
14 essential and material terms of the parties' agreement.

15 110. Pursuant to the material and essential terms of the agreement, Baldini assumed a  
16 duty not to disclose or use any of ExamWorks' confidential information—including trade secrets—  
17 except as necessary to perform his job duties for ExamWorks. Baldini's Employment Agreement  
18 further required that he "immediately upon termination of employment, return" all ExamWorks'  
19 confidential information. *See* Exhibit B, at Section 3. And, Baldini even signed an Off-Boarding  
20 Certification stating that he returned all such documents. *See* Exhibit B.

21 111. Pursuant to Baldini's Employment Agreement, ExamWorks was required to employ  
22 Baldini.

23 112. ExamWorks has fully performed its duties and obligations under the Employment  
24 Agreement in that it employed Baldini.

25 113. In acquiring ExamWorks' confidential and proprietary information, such as the  
26 doctor lists, detailed financials, custom doctor pricing, and detailed case information, as described  
27 in paragraphs 12-24 and 60-76, and exfiltrating it from ExamWorks to his own personal accounts  
28 for use in his own competing enterprise, Baldini willfully breached his contractual duty not to  
disclose ExamWorks' confidential information and trade secrets in violation of his Employment

1 Agreement. Baldini has also willfully breached the agreement by intentionally failing to return to  
2 ExamWorks the documents and information he took from ExamWorks following his termination,  
3 and instead, falsely certifying that he had.

4 114. As a direct and proximate result of this breach, Baldini caused damage to  
5 ExamWorks in an amount to be determined by the court, together with interest, costs, and attorneys'  
6 fees.

7 **COUNT FOUR**  
8 **Breach of the Employee Confidentiality Agreement**  
9 **(Against Girard)**

10 115. ExamWorks re-alleges the allegations of paragraphs 1 through 87 above as if fully  
11 set forth herein.

12 116. Through Girard's Confidential Information Protection Agreement ("CIPA"),  
13 attached hereto as Exhibit A, Girard entered into a binding, valid contractual agreement with  
14 ExamWorks that specified all essential and material terms of the parties' agreement.

15 117. Pursuant to the material and essential terms of the agreement, Girard assumed a duty  
16 not to disclose or use any of ExamWorks' confidential information—including trade secrets—  
17 except as necessary to perform his job duties for ExamWorks. The CIPA further required that  
18 Girard, prior to his last day of employment, perform a diligent search, and return all of ExamWorks'  
19 documents and information.

20 118. Pursuant to the CIPA, ExamWorks was required to employ Girard.

21 119. ExamWorks has fully performed its duties and obligations under the CIPA in that it  
22 employed Girard.

23 120. In acquiring ExamWorks' confidential and proprietary information, such as the  
24 doctor lists, detailed financials, custom doctor pricing, and detailed case information, as described  
25 in paragraphs 12-24 and 60-76, and exfiltrating it from ExamWorks to his own personal accounts  
26 for use in his own competing enterprise, Girard willfully breached his contractual duty not to  
27 disclose ExamWorks' confidential information and trade secrets in violation of the CIPA. Girard  
28 also willfully breached the CIPA by intentionally failing to return ExamWorks' documents and  
information upon his termination.





1 **COUNT SIX**  
2 **Breach of the Employee Confidentiality Agreement**  
3 **(Against Bird)**

4 129. ExamWorks re-alleges the allegations of paragraphs 1 through 87 above as if fully  
5 set forth herein.

6 130. Through Bird's Confidential Information Protection Agreement ("CIPA"), attached  
7 hereto as Exhibit F, Bird entered into a binding, valid contractual agreement with ExamWorks that  
8 specified all essential and material terms of the parties' agreement.

9 131. Pursuant to the material and essential terms of the agreement, Bird assumed a duty  
10 not to disclose or use any of ExamWorks' confidential information—including trade secrets—  
11 except as necessary to perform her job duties for ExamWorks. The CIPA further required that  
12 Bird, prior to her last day of employment, perform a diligent search, and return all of ExamWorks'  
13 documents and information.

14 132. Pursuant to the CIPA, ExamWorks was required to employ Bird.

15 133. ExamWorks has fully performed its duties and obligations under the CIPA in that it  
16 employed Bird.

17 134. In acquiring ExamWorks' confidential and proprietary information, such as the  
18 doctor lists, detailed financials, custom doctor pricing, and detailed case information, as described  
19 in paragraphs 12-24 and 60-76, and exfiltrating it from ExamWorks to her own personal accounts  
20 for use in her own competing enterprise, Bird willfully breached her contractual duty not to disclose  
21 ExamWorks' confidential information and trade secrets in violation of the CIPA. Bird also  
22 willfully breached the CIPA by intentionally failing to return ExamWorks' documents and  
23 information upon her termination.

24 135. As a direct and proximate result of this breach, Bird has caused damage to  
25 ExamWorks in an amount to be determined by the court, together with interest, costs, and attorneys'  
26 fees.

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**COUNT SEVEN**  
**Breach of Fiduciary Duty and Duty of Loyalty**  
**(Against Baldini and Girard)**

136. ExamWorks re-alleges the allegations of paragraphs 1-11, 32, 46-58, and 80-87, above as if fully set forth herein.

137. As key employees and managing employees of ExamWorks, in the top two leadership positions in ExamWorks' California operation, Baldini and Girard owed ExamWorks their undivided loyalty and were obligated to act with the utmost good faith, and in the best interest of ExamWorks. ExamWorks, in turn, was entitled to place its trust and confidence in Baldini and Girard, and to expect them to act with the utmost good faith toward ExamWorks in carrying out the business of ExamWorks. ExamWorks relied on these individuals' loyalty and integrity and their faithful performance of their duties and responsibilities.

138. During the course of their employment with ExamWorks, Baldini and Girard breached their fiduciary duty and duty of loyalty by starting a new business, ROE Corporation, to directly compete against ExamWorks while still employed by ExamWorks. For *more than a year and a half* they worked for the benefit of starting up their own competing business, ROE Corporation, to the detriment and harm of ExamWorks. Not only did Baldini and Girard plot against ExamWorks' business interests in forming ROE Corporation, but they did so while supporting themselves with ExamWorks' salaries and benefits. Upon information and belief, Baldini and Girard also willfully misdirected funds in order to benefit vendors that they were plotting to start a separate business with and who were not actually performing any services for ExamWorks. And, Girard acted to the detriment of ExamWorks and in violation of company policies by spending extensive company time, on company computers and networks, searching for and visiting sites related to "escorts" and pornography.

139. Baldini and Girard acted willfully and maliciously in breaching their fiduciary duty and duty of loyalty to ExamWorks as described above.

140. By reason of the acts and conduct by Baldini and Girard, ExamWorks is entitled to compensatory and punitive damages in an amount to be determined at trial but which exceeds hundreds of thousands of dollars.



