

IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

EVOLVE CONSTRUCTION LLC

CASE NO: 2026-CA-002609-O

Plaintiff,

v.

JUSTIN CASEQUIN, SAM PLUNKETT,
KORY LEE, WILLIAM SCHMIDT,
LUKE GRIFFIN, CODY CHANDLER,
BEN THURSTON, TRAVIS MATHEWS,
CHARLIE SELGADO, CHRISTOPHER GHIST
KENNETH KOCH, COURTNI PLATA,
JESSICA NILAND, ALDRIC SMITH,
LUKE ERICKSON, RYAN STEFFENS,
JONATHAN WHITMAN, WELDON HOLLOWAY,
BILL MEYER, JOSH SELLERS, MICHAEL
SEAN HIRMAN, JENNIFER CLAYTON,
BILL MCCROY, WAYNE WILSON,
ERIC FOUCHEE, BRANDON GEARY,
RORY SCOTT, ALEX RHEE, PATRICK ROACH,
ZAC ROCKWELL, BRYAN BISSONNETTE,
JUSTIN HUSEMAN, DMITRY LIPINSKIY,
ENCORE ROOFING GROUP LLC,
COASTAL KEY CONTRACTING SERVICES LLC,
ESCALADE CONSTRUCTION INC. d/b/a ESCALADE ROOFING,
COVENANT CONTRACTING LLC, TLC ROOFING
& RESTORATION, LLC, REPUBLIC ROOFING
& RESTORATION, and NATIONAL CLAIM ADVISORS, LLC.

Defendants,

_____ /

SECOND AMENDED COMPLAINT

Plaintiff EVOLVE CONSTRUCTION LLC (“Evolve Construction”), by and through the undersigned counsel, hereby files their Amended Complaint against Defendants JUSTIN CASEQUIN (“Casequin”), SAM PLUNKETT (“Plunkett”), KORY LEE (“Lee”), WILLIAM SCHMIDT (“Schmidt”), LUKE GRIFFIN (“Griffin”), CODY CHANDLER (“Chandler”), BEN

THURSTON (“Thurston”), TRAVIS MATHEWS (“Mathews”), CHARLIE SELGADO (“Selgado”), CHRISTOPHER GHIST (“Ghist”), KENNETH KOCH (“Koch”), COURTNI PLATA (“Plata”), JESSICA NILAND (“Niland”), ALDRIC SMITH (“Smith”), LUKE ERICKSON (“Erickson”), RYAN STEFFENS (“Steffens”), JONATHAN WHITMAN (“Whitman”), WELDON HOLLOWAY (“Holloway”), BILL MEYER (“Meyer”), JOSH SELLERS (“Sellers”), MICHAEL SEAN HIRMAN (“Hirman”), JENNIFER CLAYTON (“Clayton”), BILL MCCROY (“McCroy”), WAYNE WILSON (“Wilson”), ERIC FOUCHETT (“Fouchett”), BRANDON GEARY (“Geary”), RORY SCOTT (“Scott”), ALEX RHEE (“Rhee”), PATRICK ROACH (“Roach”), ZAC ROCKWELL (“Rockwell”), BRYAN BISSONNETTE (“Bissonnette”), JUSTIN HUSEMAN (“Husman”), DMITRY LIPINSKIY (“Lipinskiy”), ENCORE ROOFING GROUP (“Encore Roofing”), COASTAL KEY CONTRACTING SERVICES LLC (“Coastal Key”), ESCALADE CONSRUCTION INC. d/b/a Escalade Roofing (“Escalade Roofing”), COVENANT CONTRACTING LLC (“Covenant Contracting”), TLC ROOFING & RESTORATION, LLC (“TLC Roofing”), REPUBLIC ROOFING & RESTORATION, LLC (“Republic Roofing”), and NATIONAL CLAIM ADVISORS, LLC (“National Claim Advisors”) and as grounds therefore states the following:

JURISDICTION AND VENUE

1. This is an action seeking damages which are in excess of \$50,000, exclusive of interest, costs, and attorneys’ fees.
2. Evolve Construction is a Florida limited liability company which, at all times relevant, had its principal place of business located at 3606 Enterprise Ave., Suite 200, Naples, FL 34104.

3. Evolve Construction is a construction company which provides construction services including storm restoration repairs across many states, including Florida.

4. Casequin, Plunkett, Lee, Schmidt, Griffin, Chandler, Thurston, Mathews, Selgado, Ghist, Koch, Plata, Niland, Smith, Erickson, Steffens, Whitman, Holloway, Meyer, Sellers, Hirman, Clayton, McCroy, Wilson, Fouchett, Geary, Scott, Rhee, Roach, Rockwell, and Bissonnette have engaged in business with Evolve Construction in the State of Florida and elsewhere, and their employment contract states that causes of action arising pursuant to it are adjudicated in Florida.

5. Defendant Dmitry Lipinskiy is a Minnesota Resident whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

6. Defendant Encore Roofing Group LLC is a North Carolina limited liability company which at all times pertinent to this lawsuit was engaging in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida, and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

7. Defendant Coastal Key Contracting Services LLC is a Florida limited liability company which at all times pertinent to this lawsuit was engaging in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida, and conspired through overt acts with co-defendants

to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

8. Defendant Escalade Construction Inc. d/b/a Escalade Roofing is a North Carolina corporation which at all times pertinent to this lawsuit was engaged in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida, and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

9. Defendant Covenant Contracting LLC is a Missouri limited liability company which at all times pertinent to this lawsuit was engaged in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida, and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

10. Defendant TLC Roofing is a Texas limited liability company which at all times pertinent to this lawsuit was engaged in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida, and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

11. Defendant Republic Roofing is a Texas limited liability company which at all times pertinent to this lawsuit was engaged in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the

State of Florida, and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida.

12. Defendant National Claim Advisors is a Texas limited liability company which at all times pertinent to this lawsuit was engaged in business within the State of Florida, whose actions in furtherance of the conspiracy plead herein caused injury to Evolve Construction, LLC within the State of Florida, and conspired through overt acts with co-defendants to violate their contractual limitations where such contracts have jurisdiction and venue established within the State of Florida..

13. The following Defendants entered into contracts with Evolve Construction to serve the company in a sales, marketing, and/or management capacity.

Justin Casequin
Sam Plunkett
Kory Lee
William Schmidt
Luke Griffin
Cody Chandler
Ben Thurston
Travis Mathews
Charlie Selgado
Christopher Ghist
Kenneth Koch
Courtnei Plata
Jessica Niland
Aldric Smith
Luke Erickson
Ryan Steffens
Jonathan Whitman
Weldon Holloway
Bill Meyer
Josh Sellers
Michael Sean Hirman
Jennifer Clayton
Bill McCroy

Wayne Wilson
Eric Fouchett
Brandon Geary
Rory Scott
Alex Rhee
Patrick Roach
Zac Rochwell
Bryan Bissonnette
Justin Huseman

14. The above 31 individuals are collectively referred to as “Former Evolve Contractor” or “Former Evolve Contractors”.

15. A copy of the contract between Justin Casequin and Evolve Construction is attached as Exhibit “A”.

16. A copy of the contract between Sam Plunket and Evolve Construction is attached as Exhibit “B”.

17. A copy of the contract between Kory Lee and Evolve Construction is attached as Exhibit “C”.

18. A copy of the contract between William Schmidt and Evolve Construction is attached as Exhibit “D”.

19. A copy of the contract between Luke Griffin and Evolve Construction is attached as Exhibit “E”.

20. A copy of the contract between Cody Chandler and Evolve Construction is attached as Exhibit “F”.

21. A copy of the contract between Ben Thurston and Evolve Construction is attached as Exhibit “G”.

22. A copy of the contract between Travis Mathews and Evolve Construction is attached as Exhibit “H”.

23. A copy of the contract between Charlie Selgado and Evolve Construction is attached as Exhibit “I”.

24. A copy of the contract between Christophehr Ghist and Evolve Construction is attached as Exhibit “J”.

25. A copy of the contract between Kenneth Koch and Evolve Construction is attached as Exhibit “K”.

26. A copy of the contract between Courtni Plata and Evolve Construction is attached as Exhibit “L”.

27. A copy of the contract between Jessica Niland and Evolve Construction is attached as Exhibit “M”.

28. A copy of the contract between Aldric Smith and Evolve Construction is attached as Exhibit “N”.

29. A copy of the contract between Luke Erickson and Evolve Construction is attached as Exhibit “O”.

30. A copy of the contract between Ryan Steffens and Evolve Construction is attached as Exhibit “P”.

31. A copy of the contract between Jonathan Whitman and Evolve Construction is attached as Exhibit “Q”.

32. A copy of the contract between Weldon Holloway and Evolve Construction is attached as Exhibit “R”.

33. A copy of the contract between Bill Meyer and Evolve Construction is attached as Exhibit “S”.

34. A copy of the contract between Josh Sellers and Evolve Construction is attached as Exhibit "T".

35. A copy of the contract between Michael Hirman and Evolve Construction is attached as Exhibit "U".

36. A copy of the contract between Jennifer Clayton and Evolve Construction is attached as Exhibit "V".

37. A copy of the contract between Bill McCroy and Evolve Construction is attached as Exhibit "W".

38. A copy of the contract between Wayne Wilson and Evolve Construction is attached as Exhibit "X".

39. A copy of the contract between Eric Fouchett and Evolve Construction is attached as Exhibit "Y".

40. A copy of the contract between Brandon Geary and Evolve Construction is attached as Exhibit "Z".

41. A copy of the contract between Rory Scott and Evolve Construction is attached as Exhibit "AA".

42. A copy of the contract between Alex Rhee and Evolve Construction is attached as Exhibit "BB".

43. A copy of the contract between Patrick Roach and Evolve Construction is attached as Exhibit "CC".

44. A copy of the contract between Zac Rockwell and Evolve Construction is attached as Exhibit "DD".

45. A copy of the contract between Bryan Bissonnette and Evolve Construction is attached as Exhibit “EE”.

46. A copy of the contract between Justin Huseman and Evolve Construction is attached as Exhibit “FF”.

47. Each of the above listed contracts are also in the possession of the respective Former Evolve Contractor is a party to said contract.

48. These 31 contracts are collectively referred to as the “Evolve Construction Contract” or “Evolve Construction Contracts”.

49. By their terms, all Evolve Construction Contracts are governed by Florida law and disputes arising from them are to be adjudicated in Florida.

50. Venue is proper in Orange County, Florida pursuant to Chapter 47, Florida States, including but not limited to Sections 47.011, 47.021, and 47.051 because at least a portion of the causes of action accrued in this County.

51. This case seeks money damages in excess of \$50,000.00, exclusive of prejudgment interest, attorney’s fees and costs, and is otherwise within the jurisdiction of this Court.

GENERAL ALLEGATIONS and COMMON FACTS

A. Contractual Relationship and Breach

52. Each of these Evolve Construction Contracts established an independent contractor relationship between Evolve Construction and the respective Former Evolve Contractor.

53. Each of the Evolve Construction Contracts included limitations where the Former Evolve Contractor agreed to:

- a) Not to use leads or client lists and client identities obtained from Evolve Construction after their employment with Evolve Construction;
- b) During the Evolve Construction Contract and for a period of two years following termination, not to compete against Evolve Construction;

- c) During the Evolve Construction Contract and for a period of two years following termination, not to induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any employee, agent, or consultant of Evolve Construction to terminate their relationship with or compete against Evolve Construction;
- d) During the Evolve Construction Contract and for a period of two years following termination not to induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any customers to terminate their relationship with Evolve Construction;
- e) During the Evolve Construction Contract and for a period of two years not to engage in any business with any customer of Evolve Construction.
- f) Not disclose confidential information learned during the time serving as a contractor of Evolve Construction.
- g) Not improperly disparage Evolve Construction
- h) Repay any draw not earned.

54. In the Evolve Construction Contract, the above listed Former Evolve Contractors assumed a duty of good faith and fair dealing to Evolve Construction.

55. Each of the above listed Former Evolve Contractors violated a number of the above duties which were prohibited by their Evolve Construction Contract. The violations include, but are not limited to, the following:

- a. Justin Casequin:
 - 1) Improperly competed with Evolve Construction;
 - 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
 - 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
 - 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
 - 5) Disclosed confidential information;
 - 6) Improperly disparaged Evolve Construction;
 - 7) Failed to repay draws;
- b. Sam Plunkett:
 - 1) Improperly competed with Evolve Construction;
 - 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
 - 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;

- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

c. Kory Lee:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

d. William Schmidt:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

e. Luke Griffin:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

f. Cody Chandler:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

g. Ben Thurston:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

h. Travis Mathews:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

i. Charlie Selgado:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;

- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

j. Christopher Ghist:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

k. Kenneth Koch:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

l. Courtnei Plata:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

m. Jessica Niland:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

n. Aldric Smith:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

o. Luke Erickson:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

p. Ryan Steffens:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;

- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

q. Jonathan Whitman:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

r. Weldon Holloway:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

s. Bill Meyer:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

- t. Josh Sellers:
 - 1) Improperly competed with Evolve Construction;
 - 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
 - 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
 - 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
 - 5) Disclosed confidential information;
 - 6) Improperly disparaged Evolve Construction;
 - 7) Failed to repay draws;
- u. Michael Hirman:
 - 1) Improperly competed with Evolve Construction;
 - 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
 - 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
 - 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
 - 5) Disclosed confidential information;
 - 6) Improperly disparaged Evolve Construction;
 - 7) Failed to repay draws;
- v. Jennifer Clayton:
 - 1) Improperly competed with Evolve Construction;
 - 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
 - 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
 - 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
 - 5) Disclosed confidential information;
 - 6) Improperly disparaged Evolve Construction;
 - 7) Failed to repay draws;
- w. Bill McCroy: failed to repay draws;
- x. Wayne Wilson: failed to repay draws;
- y. Eric Fouchett: failed to repay draws;

z. Brandon Geary: failed to repay draws;

aa. Rory Scott: failed to repay draws;

bb. Alex Rhee:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

cc. Patrick Roach:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

dd. Zac Rockwell:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

ee. Bryan Bissonnette:

- 1) Improperly competed with Evolve Construction;

- 2) Used leads, client lists, or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

ff. Justin Huseman:

- 1) Improperly competed with Evolve Construction;
- 2) Used leads, client lists, or client identities obtained from Evolve Construction and employment with Evolve Construction;
- 3) Directly and/or in conspiracy with others induced existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Directly and/or in conspiracy with others induced employees, agents, and/or consultants of Evolve Construction to terminate their relationship with Evolve Construction;
- 5) Disclosed confidential information;
- 6) Improperly disparaged Evolve Construction;
- 7) Failed to repay draws;

B. Tortious Interference and Injunction

56. At the time the above Former Evolve Contractors began improperly competing against Evolve Construction, Evolve Construction had contractual relationships (“Client Contracts”) with thousands of property owners (“Evolve Clients”).

57. Evolve Construction had the expectation of earning profits from these Client Contracts.

58. Under these Client Contracts, Evolve Construction was to perform construction work at the property of these Evolve Clients.

59. The above Former Evolve Contractors knew many of these Evolve Clients as well as the Client Contracts as a result of their employment with Evolve Construction.

60. The above Former Evolve Contractors intentionally communicated with Evolve Clients with an intention to unjustifiably interfere with the Client Contract for their own personal financial benefit.

61. In doing so, the above Former Evolve Contractors caused or contributed to Evolve Clients attempting to and on occasion breaching their Client Contracts.

62. Evolve Construction has many professional relationships (“Evolve’s Business Relationships with Business Associates”) with colleagues, employees, vendors, and contractors (collectively “Evolve’s Business Associates”).

63. The above Former Evolve Contractors have intentionally communicated with Evolve’s Business Associates with an intention to unjustifiably interfere with Evolve’s Business Relationships with Business Associates for their own personal financial benefit.

64. All conditions precedent to bringing forth this action have occurred, have been satisfied, or have been waived.

Count I – Breach of Contract
(Former Evolve Contractors)

65. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59 above, as if fully set forth herein.

66. Each of the above named Former Evolve Contractors are parties to the valid and binding Evolve Construction Contracts between themselves and Evolve Construction.

67. Evolve Construction has fulfilled its obligations under the Evolve Construction Contracts.

68. Each of the above-named Former Evolve Contractors have materially breached their Evolve Construction Contracts in the manners plead above.

69. As a direct and proximate result of each of the above named Former Evolve Contractors' breaches of their Evolve Construction Contracts, Evolve Construction has suffered, and will continue to suffer, damage in an amount to be established by the Court.

Wherefore, Evolve Construction requests that the Court enter judgment against Defendants Justin Casequin, Sam Plunkett, Kory Lee, William Schmidt, Luke Griffin, Cody Chandler, Ben Thurston, Travis Mathews, Charlie Selgado, Christopher Ghist, Kenneth Koch, Courtni Plata, Jessica Niland, Aldric Smith, Luke Erickson, Ryan Steffens, Jonathan Whitman, Weldon Holloway, Bill Meyer, Josh Sellers, Michael Hirman, Jennifer Clayton, Bill McCroy, Wayne Wilson, Eric Fouchée, Brandon Geary, Rory Scott, Alex Rhee, Patrick Roach, Zac Rockwell, and Bryan Bissonette for the damages caused by their respective breaches, all remedies provided for under Florida law, pre-judgment interest, post-judgement interest, attorneys fees, costs, and any other relief this Court deems fair and just.

Count II – Tortious Interference with Contractual Relationship
(Former Evolve Contractors)

70. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59 above, as if fully set forth herein.

71. Evolve Construction had Client Contracts with Evolve Clients.

72. Each of the above named Former Evolve Contractors knew of these Client Contracts.

73. Each of the above named Former Evolve Contractors intentionally and without justification interfered with Client Contracts.

74. Each of the above named Former Evolve Contractors interfered with Client Contracts for his or her own personal gain and financial benefit.

75. Each of the above named Former Evolve Contractors' interference caused or contributed to Evolve Clients limiting or terminating their business relationships with Evolve Construction.

WHEREFORE, Evolve Construction requests this Court enter judgment against Defendants Justin Casequin, Sam Plunkett, Kory Lee, William Schmidt, Luke Griffin, Cody Chandler, Ben Thurston, Travis Mathews, Charlie Selgado, Christopher Ghist, Kenneth Koch, Courtni Plata, Jessica Niland, Aldric Smith, Luke Erickson, Ryan Steffens, Jonathan Whitman, Weldon Holloway, Bill Meyer, Josh Sellers, Michael Hirman, Jennifer Clayton, Bill McCroy, Wayne Wilson, Eric Fouchee, Brandon Geary, Rory Scott, Alex Rhee, Patrick Roach, Zac Rockwell, and Bryan Bissonette for damages available under applicable law, pre-judgment interest, post-judgment interest, a permanent injunction, and any other relief this Court deems fair and just.

Count III – Tortious Interference with Advantageous Business Relationship
(Former Evolve Contractors)

76. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59 above, as if fully set forth herein.

77. Evolve Construction had and valued Evolve's Business Relationships with Business Associates.

78. Each of the above named Former Evolve Contractors knew of Evolve's Business Relationships with Business Associates.

79. Each of the above named Former Evolve Contractors intentionally and without justification interfered with Evolve's Business Relationships with Business Associates.

80. Each of the above named Former Evolve Contractors interfered with Evolve's Business Relationships with Business Associates for their own personal gain and financial benefit.

81. Each of the above named Former Evolve Contractors' interference caused or contributed to Evolve's Business Associates limiting or terminating their business relationships with Evolve Construction.

WHEREFORE, Plaintiff Evolve Construction requests this Court enter judgment against Defendants Justin Casequin, Sam Plunkett, Kory Lee, William Schmidt, Luke Griffin, Cody Chandler, Ben Thurston, Travis Mathews, Charlie Selgado, Christopher Ghist, Kenneth Koch, Courtnei Plata, Jessica Niland, Aldric Smith, Luke Erickson, Ryan Steffens, Jonathan Whitman, Weldon Holloway, Bill Meyer, Josh Sellers, Michael Hirman, Jennifer Clayton, Bill McCroy, Wayne Wilson, Eric Fouchee, Brandon Geary, Rory Scott, Alex Rhee, Patrick Roach, Zac Rockwell, and Bryan Bissonette for damages available under applicable law, a permanent injunction, pre-judgment interest, post-judgment interest, and any other relief this Court deems fair and just.

Count IV – Civil Conspiracy

(Encore Roofing, Coastal Key Contracting, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing and National Claim Advisors)

82. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59 above, as if fully set forth herein.

83. Defendants Encore Roofing and Former Evolve Employees are parties to a civil conspiracy.

84. Defendant Encore Roofing knew of the employment contracts Former Evolve Employees had with Evolve Construction (“Evolve Construction Contracts”) as well as the duties and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

85. Despite this knowledge, Encore Roofing conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction to terminate their relationship with Evolve Construction.

86. Defendant Encore Roofing and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Encore Roofing, (b) use Evolve Construction’s property, information, customer leads, and estimates for the purposes of diverting customers from Evolve Construction to Encore Roofing, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

87. Defendants Coastal Key Contracting and Former Evolve Employees are parties to a civil conspiracy.

88. Defendant Coastal Key Contracting knew of the employment contracts Former Evolve Employees had with Evolve Construction (“Evolve Construction Contracts”) as well as the duties and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

89. Despite this knowledge, Coastal Key Contracting conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction (“Evolve Clients”) to terminate their relationship with Evolve Construction.

90. Defendant Coastal Key Contracting and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Coastal Key Contracting, (b) use Evolve Construction’s property, information, customer leads, and estimates for the purposes of diverting properties from Evolve Construction to Coastal Key Contracting, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

91. Defendants Escalade Roofing and Former Evolve Employees are parties to a civil conspiracy.

92. Defendant Escalade Roofing knew of the employment contracts Former Evolve Employees had with Evolve Construction (“Evolve Construction Contracts”) as well as the duties

and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

93. Despite this knowledge, Escalade Roofing conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction (“Evolve Clients”) to terminate their relationship with Evolve Construction.

94. Defendant Escalade Roofing and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Coastal Key Contracting, (b) use Evolve Construction’s property, information, customer leads, and estimates for the purposes of diverting properties from Evolve Construction to Coastal Key Contracting, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

95. Defendants Covenant Contracting and Former Evolve Employees are parties to a civil conspiracy.

96. Defendant Covenant Contracting knew of the employment contracts Former Evolve Employees had with Evolve Construction (“Evolve Construction Contracts”) as well as the duties and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

97. Despite this knowledge, Covenant Contracting conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees

to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction (“Evolve Clients”) to terminate their relationship with Evolve Construction.

98. Defendants Covenant Contracting and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Coastal Key Contracting, (b) use Evolve Construction’s property, information, customer leads, and estimates for the purposes of diverting properties from Evolve Construction to Coastal Key Contracting, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

99. Defendants TLC Roofing and Former Evolve Employees are parties to a civil conspiracy.

100. Defendant TLC Roofing knew of the employment contracts Former Evolve Employees had with Evolve Construction (“Evolve Construction Contracts”) as well as the duties and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

101. Despite this knowledge, TLC Roofing conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction (“Evolve Clients”) to terminate their relationship with Evolve Construction.

102. Defendants Republic Roofing and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Coastal Key Contracting, (b) use Evolve Construction's property, information, customer leads, and estimates for the purposes of diverting properties from Evolve Construction to Coastal Key Contracting, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

103. Defendants Republic Roofing and Former Evolve Employees are parties to a civil conspiracy.

104. Defendant Republic Roofing knew of the employment contracts Former Evolve Employees had with Evolve Construction ("Evolve Construction Contracts") as well as the duties and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

105. Despite this knowledge, Republic Roofing conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction ("Evolve Clients") to terminate their relationship with Evolve Construction.

106. Defendants Republic Roofing and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Coastal Key Contracting, (b) use Evolve Construction's property, information, customer leads, and estimates for the purposes of

diverting properties from Evolve Construction to Coastal Key Contracting, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

107. Defendants National Claim Advisors and Former Evolve Employees are parties to a civil conspiracy.

108. Defendant National Claim Advisors knew of the employment contracts Former Evolve Employees had with Evolve Construction (“Evolve Construction Contracts”) as well as the duties and obligations which these former employees had to Evolve Construction under their Evolve Construction Contract.

109. Despite this knowledge, National Claim Advisors conspired with Former Evolve Employees and committed overt acts by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction including, but not limited to, by encouraging and facilitating them to improperly compete with Evolve Construction; using leads, client lists, and/or client identities after employment with Evolve Construction; and inducing existing customers of Evolve Construction (“Evolve Clients”) to terminate their relationship with Evolve Construction.

110. Defendants National Claim Advisors and Former Evolve Employees conspired by concerted action to engage in unlawful acts and an improper scheme in which they would (a) divert business from Evolve Construction to its competing company Coastal Key Contracting, (b) use Evolve Construction’s property, information, customer leads, and estimates for the purposes of diverting properties from Evolve Construction to Coastal Key Contracting, and (c) otherwise utilize unlawful means to compete with Evolve Construction.

111. Encore Roofing, Coastal Key Contracting, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, National Claim Advisors, and Former Evolve

Employees' purpose in facilitating these actions against Evolve Construction was for the purpose of causing damage to the reputation of Evolve Construction, to cause financial damage to Evolve Construction, and for their own personal and financial gain.

112. Encore Roofing, Coastal Key Contracting, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, National Claim Advisors, and Former Evolve Contractors caused damages to Evolve Construction as a result of their conspiracies.

Wherefore, Evolve Construction requests this Court enter a judgment finding that Defendants Encore Roofing Group LLC, Coastal Key Contracting Services, LLC, Escalade Construction Inc. d/b/a Escalade Roofing, Covenant Contracting LLC, TLC Roofing & Restoration, LLC, Republic Roofing & Restoration, LLC, and National Claim Advisors, LLC each entered into a civil conspiracy with Former Evolve Contractors and awarding Evolve Construction damages from this conspiracy and any further relief this Court deems appropriate and just.

Count V – Civil Conspiracy
(Dmitry Lipinskiy)

113. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59, as if fully set forth herein.

114. Defendants Dmitry Lipinskiy and Former Evolve Employees are parties to a civil conspiracy.

115. Dmitry Lipinskiy runs a business which provides leads, coaching, and other services to contractors in the industry which Evolve Construction operates in.

116. Defendant Dmitry Lipinskiy knew of the employment contracts Former Evolve Employees had with Evolve Construction ("Evolve Construction Contracts") as well as the duties and obligations which these former employees had to Evolve Construction.

117. Despite this knowledge, Dmitry Lipinskiy conspired with Former Evolve Employees and committed overt acts in furtherance of the conspiracy by facilitating and encouraging Former Evolve Employees to breach their obligations to Evolve Construction. These overt actions included, but were not limited to:

- 1) Encouraging and facilitating Former Evolve Employees to improperly compete with Evolve Construction;
- 2) Encouraging and facilitating Former Evolve Employees to use leads, client lists, and/or client identities obtained from Evolve Construction after employment with Evolve Construction;
- 3) Encouraging and facilitating Former Evolve Employees to induce existing customers of Evolve Construction to terminate their relationship with Evolve Construction;
- 4) Encouraging and facilitating Former Evolve Employees to disclose confidential information;
- 5) Encouraging and facilitating Former Evolve Employees to improperly disparage Evolve Construction; and
- 6) Encouraging and facilitating Former Evolve Employees to fail to repay draws.

118. The above actions were in breaches of the Former Evolve Employees' Evolve Construction Contracts.

119. Dmitry Lipinskiy knew that these actions which he was encouraging and facilitating were causing the Former Evolve Employees to breach their Evolve Construction Contracts.

120. Dmitry Lipinskiy's purpose in facilitating these actions against Evolve Construction was for the purpose of causing damage to the reputation of Evolve Construction as well as for his own personal and financial gain.

121. Dmitry Lipinskiy and Former Evolve Contractors caused damages to Evolve Construction as a result of their conspiracy.

Wherefore, Plaintiff Evolve Construction requests this Court enter judgment in its favor finding that Defendant Dmitry Lipinskiy entered into a civil conspiracy and awarding Evolve Construction damages from this conspiracy and any further relief this Court deems appropriate and just.

Count VI – Temporary Injunction

(Former Evolve Contractors, Encore Roofing Group, Coastal Key Contracting Services, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, National Claim Advisors, and Dmitry Lipinskiy)

122. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59 above, as if fully set forth herein.

123. Former Evolve Contractors have and continue to improperly use information obtained from Evolve Construction in order to unlawfully gain access to and solicit Evolve Clients.

124. Former Evolve Contractors have and continue to engage other Former Evolve Contractors in order to have each of them provide the following information to each other or collectively engage in the following practices:

- a. Use Evolve Construction client lists and identities;
- b. Induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, employees, agents, and consultants of Evolve Construction to terminate their relationship with or compete against Evolve Construction;
- c. Induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with customers to terminate their customer relationship with Evolve Construction; and
- d. Engaged in business with Evolve Clients.

125. Former Evolve Contractors as well as Dmitry Lipinskiy are engaging other Former Evolve Contractors through a coordinated campaign to irreparably harm Evolve Construction through continued defamation, tortious interference with contractual relationships and tortious interference with advantageous business relationships.

126. Encore Roofing Group, Coastal Key Contracting Services, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, and National Claim Advisors, each of which are competitors to Evolve Construction, have and continue to facilitate these unlawful acts.

127. Dmitry Lipinskiy has and continues to facilitate these unlawful acts.

128. Evolve Construction seeks a permanent injunction as relief in its counts for tortious interference with contract and tortious interference with advantageous business relationship. Evolve Construction has a substantial likelihood of success on the merits of that action and the relief sought.

129. Without a temporary injunction, Evolve Construction will suffer irreparable harm.

130. Given the nature of this dispute, Evolve Construction does not have an adequate remedy at law against Former Evolve Contractors, Encore Roofing Group, Coastal Key Contracting Services, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, National Claim Advisors, and Dmitry Lipinskiy.

WHEREFORE, Plaintiff Evolve Construction requests that the Court enjoin Former Evolve Contractors, Encore Roofing Group LLC, Coastal Key Contracting Services, LLC, Escalade Construction Inc. d/b/a Escalade Roofing, Covenant Contracting LLC, TLC Roofing & Restoration, LLC, and Republic Roofing & Restoration, LLC, National Claim Advisors, LLC, and Dmitry Lipinsky from doing any of the following through, with the assistance of, directly, or indirectly with any former contractor of Evolve Construction:

- a) Obtaining or using Evolve Construction client lists and identities,
- b) Induce, influence, combine, conspire with, or attempt to induce, influence, combine or conspire with, employees, agents, or consultants of Evolve Construction to terminate their relationship with or compete against Evolve Construction;

- c) Induce, influence, combine, conspire with, or attempt to induce, influence, combine or conspire with, any customers to terminated their customer relationship with Evolve Construction, or
- d) Engage in business with customers of Evolve Construction

Count VII – Unjust Enrichment and Disgorgement

(Former Evolve Contractors, Encore Roofing Group, Coastal Key Contracting Services, Escalade Roofing, Covenant Contracting, TLC Roofing, National Claim Advisors, and Republic Roofing)

131. Plaintiff Evolve Construction realleges each and every allegation set forth in Paragraphs 1 through 59 above, as if fully set forth herein.

132. Former Evolve Contractors have and continue to use information and materials provided to them by Evolve Construction in order to unlawfully gain access to and solicit Evolve Clients.

133. Former Evolve Contractors have, in violation of their contractual obligations with Evolve Construction, used lists of Evolve Clients and identities of Evolve Clients to improperly obtain clients and business from customers of Evolve Construction.

134. Former Evolve Contractors have taken these Evolve Clients as their own clients and profited from doing so.

135. Former Evolve Contractors took these Evolve Clients as their own clients and profited from doing so before and after their employment with Evolve Construction.

136. Encore Roofing Group, Coastal Key Contracting Services, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, and National Claim Advisors each competitors of Evolve Construction, have knowingly facilitated some of these unlawful acts and have profited from them. Certain Former Evolve Contractors have signed Evolve Clients up as sales representatives of Encore Roofing Group, Coastal Key Contracting Services, Escalade

Roofing, Covenant Contracting, TLC Roofing, Republic Roofing and National Claim Advisors in violation of Former Evolve Contractors' contractual obligations with Evolve Construction.

137. Given the nature of this dispute, Former Evolve Contractors, Encore Roofing Group, Coastal Key Contracting Services, Escalade Roofing, Covenant Contracting, TLC Roofing, Republic Roofing, and National Claim Advisors should be forced to disgorge the profits they have earned through these actions which violated Former Evolve Contractors' contractual obligations with Evolve Construction.

WHEREFORE, Plaintiff Evolve Construction requests that the Court order defendants Former Evolve Contractors, Encore Roofing Group, Coastal Key Contracting Services, Escalade Construction Inc. d/b/a Escalade Roofing, Covenant Contracting LLC, TLC Roofing & Restoration, LLC, Republic Roofing & Restoration, LLC, and National Claim Advisors, LLC to disgorge any profits earned through these improper actions, Former Evolve Contractors to disgorge earnings made from Evolve after they began unlawfully competing with Evolve Construction under the faithless servant doctrine, and any other such relief as the Court deems just and appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy has been furnished via the Florida E-Portal to the following: Welden Holloway, weldenholloway@gmail.com, Christopher Ghist, crisfree414@gmail.com; Luke Griffin, luke@lukegriffin.io; Jennifer Clayton-ndrt2025@gmail.com and via U.S. Mail to:, William Schmidt, 1765 95th Street, New Richmond, WI 54017, Charlie Selgado, 5350 N Estelle Drive, Tucson AZ 85718; Bill Meyer, 15 W 61st Street, Minneapolis MN 55419; Jonathan Whitman, 424 W. Pico Boulevard, #418, Los Angeles, CA

90015; Ryan Steffans, 5834 W. Grove Drive SE, Kentwood, MI 49512; Cody Chandler, Jnwc.Enterprise@gmail.com and Jessica Nilaad, 24601 Iris Avenue Moreno Valley, CA 92551 and Luke Erickson, 380 Randolph Avenue, Apt 212, Saint Paul MN 55102, on this 23rd day of May 2026.

/s/ David R. Bear
DAVID R. BEAR, ESQUIRE
Florida Bar No: 43269
Bear Legal Solutions
111 North Orange Avenue, Suite 800
Orlando, FL 32801
Telephone: (321) 888-3955
Facsimile: (407) 891-8730
David@BearLegalSolutions.com
Liz@BearLegalSolutions.com
Steve@BearLegalSolutions.com
Counsel for Plaintiff