

roles as trusted officers of Allied to destroy the company that Leonard painstakingly built over many years on their way out the door.

In early 2024, Leonard took his first steps into a long-earned retirement by stepping back from his hands-on approach to managing the day-to-day aspects of Allied as he had done for years prior. As a result, Bowen, Lusinger, and Maynard were each further promoted to more senior roles within Allied and entrusted with all material aspects of Allied's operations. These senior roles came not only with further significant compensation raises, robust bonus structures, and stock options within Allied, but also with near-total access to confidential and closely held information touching on every aspect of Allied's business, including confidential, proprietary, and trade secret information about Allied's financials, bids, projects, customers, vendors, personnel, strategic direction, and other key aspects of Allied's operations.

Notwithstanding their senior roles at Allied, Bowen, Lusinger, and Maynard began hatching a plan to exit Allied to found a directly competitive company, High Point, based on Allied's stolen trade secrets and proprietary information and the years of experience, mentorship, and training that Leonard and Allied had invested in each of them—all while concealing High Point's existence in violation of their various fiduciary duties owed as officers and employees of Allied. Since its formation on or around January 17, 2025, High Point is already servicing the very clients that Bowen, Lusinger, and Maynard serviced during their employment with Allied in the very same geographic area using the same vendors used by Allied and even the same crews formerly employed by Allied.

Moreover, because founding a direct competitor used Allied's stolen trade secrets and proprietary information was not enough, Bowen, Lusinger, and Maynard actively worked during their final months, weeks, and days at Allied to divert as many customers,

projects, vendors, and employees as possible away from Allied and to High Point. On company time and using company resources, Bowen, Lusinger, and Maynard submitted competing bids on behalf of High Point, contacted and solicited Allied customers to cease doing business with Allied and begin doing business with High Point, attempted to solicit fellow Allied employees to leave Allied and join High Point, and ordered equipment, set up leases and utilities, and performed other administrative and managerial tasks on behalf of High Point while actively employed with Allied and using Allied-issued electronic devices and other company resources. Then, to cover up their wrongdoing, Bowen, Lusinger, and Maynard deleted, altered, and destroyed data contained on their Allied-issued electronic devices and accounts in an attempt to delete the electronic evidence of their scheme.

As a direct result of Bowen, Lusinger, and Maynard's violations of numerous statutory and common law duties that they owed and continue to owe Allied in order to enrich themselves and their competing enterprise High Point, Allied has suffered and will continue to suffer significant damages, including actual and compensatory damages, lost profits (which, upon information and belief, have been transferred to High Point), and the loss of existing business relationships, business opportunities, goodwill and business reputation, and confidential and trade secret information.

I.
DISCOVERY CONTROL PLAN

1. Pursuant to Texas Rule of Civil Procedure 190.3, Plaintiff intends that discovery be conducted under Discovery Level 2.

II.
PARTIES

2. Plaintiff Allied Underground, LLC is a limited liability company organized and existing under the laws of the State of Texas and registered to do business and doing business in the State of Texas. Allied's principal office is located at 107 N Grange St., Bertram, Texas 78605.

3. Defendant High Point Site Services, LLC is a limited liability company organized and existing under the laws of the State of Texas and registered to do business in the State of Texas. High Point may be served through its registered agent, Michael Lusinger, at 246 E State Highway 29, Bertram, TX 78605-4193.

4. Defendant Carson Bowen is an individual residing in Burnet County, Texas whose last known address is 128 Rachel Loop, Burnet, TX 78611-2007. Carson Bowen may be served with process at his residence or wherever he may be found.

5. Defendant Michael Lusinger is an individual residing in Williamson County, Texas whose last known address is 121 Possum Trot, Liberty Hill, TX 78642-6200. Michael Lusinger may be served with process at his residence or wherever he may be found.

6. Defendant Deborah Maynard is an individual residing in Burnet County, Texas whose last known address is 8700 S U.S. Highway 183, Briggs, TX 78608. Deborah Maynard may be served with process at her residence or wherever she may be found.

III.
JURISDICTION AND VENUE

7. Pursuant to Texas Rule of Civil Procedure 47(b), this Court has subject matter jurisdiction over Allied's claims because the damages sought are within the jurisdictional limits of the Court.

8. Pursuant to Texas Rule of Civil Procedure 47(c)(2), Allied seeks monetary relief over \$1,000,000.

9. Pursuant to Texas Rule of Civil Procedure 47(d), Allied demands a judgment for all other relief to which it is entitled.

10. This Court has personal jurisdiction over Defendant High Point because it is a Texas limited liability company registered to do business in Texas. Additionally, according to the Texas Secretary of State's records, High Point maintains its principal office in Bertram, Burnet County, Texas. This Court has personal jurisdiction over Defendants Bowen, Lusinger, and Maynard because they are Texas residents.

11. Venue is proper in this Court under Texas Civil Practice & Remedies Code §§ 15.002(a)(1)–(3) because all or a substantial part of the events giving rise to this action occurred in Burnet County, Defendants Bowen and Maynard are residents of Burnet County, and Defendant High Point's principal office is located in Burnet County. Furthermore, because venue is proper with respect to at least Defendants Bowen, Maynard, and/or High Point, venue for this action with respect to all Defendants is proper under Texas Civil Practice & Remedies Code § 15.005.

IV. **FACTUAL BACKGROUND**

A. Allied's Background

12. Allied and its owner and President Leonard Meredith embody the quintessential example of an American small business success story.

13. Based in Bertram, Texas, Allied is a construction services company that provides underground water, wastewater, and storm sewer construction services to new developments across a variety of sectors, including commercial, educational, and multi-

family developments. Allied was originally a division of its former parent company Lewis Contractors, where Leonard began working in 1997. As Leonard worked his way up the ladder at Allied, Allied also grew in size and profitability, becoming a fixture of the Central Texas commercial construction business and ultimately becoming a standalone entity in 2012.

14. In 2014, Leonard purchased Allied. Under Leonard's ownership and leadership as President, Allied continued to grow in size and success, ultimately allowing Allied to partner with Evolution Strategy Partners ("Evolution"), also a Texas-based investment firm, in July 2021. The original investment was technically through Altos Partners but Altos rebranded in 2022 with Evolution managing the portfolio.

15. Evolution made the investment in Allied to continue to foster its growth and, most importantly, to continue to support the company's local management, focus, and drive. Leonard continued to own a material portion of the business. *All* personnel were retained in their same roles if not promoted. The transaction invited the Defendants to invest in the business on the *same terms and conditions as all other investors* – and the Defendants refused and only requested additional raises (which they were granted). Despite turning down the invitation to invest, the Defendants were still granted stock options in the business – real ownership – for free. Allied management continued to drive all aspects of the business. Defendants were engaged in Board Meetings since the transaction and, as Leonard moved to retire, weekly business update calls. Evolution supported the management team's every strategic, marketing, and operational decision, including those of the Defendants.

B. The Individual Defendants Were Long-Time Senior Employees and Officers of Allied

16. Each of the Individual Defendants—Bowen, Lusinger, and Maynard—were senior employees and officers at Allied whose duties extended beyond the clients they personally serviced. They were at all times treated, designated, and/or compensated as “Key Employees.”

i. Defendant Carson Bowen

17. While each of the Individual Defendants was a recipient of Leonard’s mentorship and goodwill, perhaps no Defendant profited more from Leonard’s training, experience, and generosity more than Defendant Bowen.

18. Before joining Allied in 2017, Bowen was working at the local feed store after dropping out of college. Leonard had known Bowen since he was young, as Bowen had attended school with one of Leonard’s daughters growing up. When Leonard learned of Bowen’s situation, he sought Bowen out and gave him a job at Allied. Though Bowen had no experience in the construction services industry at the time, and virtually no real business experience of any sort, Leonard believed he had the potential to succeed at Allied. Leonard took Bowen under his wing, personally training and mentoring Bowen on nearly every aspect of the company’s operations and industry best practices for the better part of a decade.

19. In or around January 2022, Bowen was given a material raise. Bowen began participating in quarterly Board meetings and receiving full monthly company reports—containing information about Allied’s financials, customers, work in process, bidding activity, contract pipeline, and more—in or around March 2022. In 2023, Bowen began participating in weekly Board calls and was granted the benefit of Allied’s Management

Bonus Plan, which enabled Bowen to earn performance-based bonuses as a member of Allied's Leadership Team.

20. As a member of Allied's Leadership Team, Bowen again received multiple material raises such that, heading into 2024, Bowen's total compensation had more than doubled since 2021.

21. In or around February 2024, in preparation for Leonard's long-earned step back from running the everyday operations of Allied, Bowen was promoted to Vice President of Allied. As Vice President of Allied, Bowen was directly responsible for managing every aspect of Allied's choice of which bids to pursue, submission of bids for customer work, including pricing bid projects, signing off on all required paperwork, managing and approving change orders, and coordinating with vendors. This included unchecked credit card spending and other company-funded commitments, including but not limited to, marketing and sales investments in Allied customers that Bowen and the other Defendants have since stolen and diverted to High Point. Bowen also supervised other roles, including Allied's estimator and project manager, and, other than Leonard, was the "face" of Allied in terms of the company's customer relationships and contacts. Bowen also ran quarterly Board meetings when Leonard was not physically present to do so. Bowen held the role of Vice President until his resignation on April 7, 2025.

22. In April 2024, Bowen was granted stock options in Allied, given a production bonus, and was offered the opportunity to attend both specialized industry executive training and business school to earn an MBA completely on Allied's dime.

23. In or around February 2025, despite the Leadership Team materially missing the required threshold to earn performance-based bonuses under the applicable

Bonus Plan, Bowen and the other Individual Defendants were again granted discretionary raises and bonuses.

24. On March 6, 2025, Allied offered to buy out all vested and unvested outstanding options, and Bowen quickly accepted. Bowen received his payout in or around late March 2025.

25. In total, between when Evolution partnered with Allied in or around July 2021 and when Defendant Bowen departed Allied on or around April 7, 2025, he had received more than \$160,000 in raises, bonuses, and additional compensation *above* his 2021 level. His total proposed compensation for 2024 represented a 96% raise since 2021, notwithstanding an additional raise he received in early 2025.

ii. Defendant Michael Lusinger

26. Defendant Michael Lusinger was an original member of Allied, having come over with Leonard as a General Superintendent in April 2012 when Allied was formed as a standalone entity by its former parent company Lewis Contractors. Leonard and Lusinger have known one another and worked together for over 20 years.

27. In recognition of Lusinger's years of experience with Allied both as a standalone entity and during its time as a subdivision of Lewis Contractors, as a part of Evolution's partnership with Allied, on July 12, 2021, Lusinger was given the exclusive opportunity to invest any amount of capital in Allied and receive all of the same terms and conditions as any other investor.

28. On or around July 13, 2021, Lusinger declined the offer, choosing to invest \$0 in Allied. Instead, Lusinger demanded a \$40,000 raise, which was immediately granted. Despite turning down the investment opportunity, Lusinger was also offered options in Allied, which were granted to Lusinger on July 24, 2021.

29. Lusinger began participating in quarterly Board meetings and receiving full monthly company reports in or around March 2022 and weekly Board calls in 2023. Furthermore, Lusinger continued to receive bonuses in the ordinary course and as part of Allied's Leadership Team.

30. On or around February 1, 2024, Lusinger was promoted to President of Operations. As President of Operations, Lusinger was responsible for the direct supervision of the day-to-day operations and work performed by Allied crews on job sites and in the field, including managing and supervising field crews and superintendents, managing field equipment, and overseeing field work, including pipe installation, from beginning to end. Lusinger was the face of the Company to the field and the customers. Lusinger held the role of President of Operations until his resignation on or around April 9, 2025.

31. In or around February 2025, despite the Leadership Team missing the 2024 base targets, Lusinger was again granted another bonus.

32. On or around March 1, 2025, Allied offered to buy out all vested and unvested outstanding options, and Lusinger quickly accepted. Lusinger received his payout in or around late March 2025.

33. In total, between when Evolution partnered with Allied in or around July 2021 and when Defendant Lusinger departed Allied on or around April 9, 2025, he had received more than \$140,000 in raises, bonuses, and additional compensation *above* his 2021 level. His total proposed compensation for 2024 represented a 24% raise since 2021, notwithstanding an additional raise he received in early 2025.

iii. Defendant Deborah Maynard

34. Like Defendant Lusinger, Defendant Maynard had been with Allied since April 2012, when it was formed as a standalone entity by its former parent company Lewis Contractors. Leonard and Maynard have known one another and worked together for approximately 25 years.

35. Defendant Maynard was granted options in Allied on July 24, 2021, and was promoted to Office Manager on or around September 1, 2021.

36. As Office Manager, Maynard was the most senior financial officer at Allied, had formerly served as the Secretary and Treasurer of Allied, and directly managed all financial operations of Allied, including accounts payable, Allied's bank accounts, and company credit cards; was responsible for all banking and lender relationships on behalf of Allied, including monthly reporting; administered job costing; managed, subcontracts, purchase orders, and other agreements to ensure they were fully executed, in compliance, updated, and on file with Allied's recordkeeping; was responsible for connecting and disconnecting jobsite utilities, setting up new projects, and assisting in project closeout; was responsible for ensuring Allied's compliance with insurance and vehicle registration requirements; worked with the outside third party auditors as part of Allied's annual audit; and performed various other administrative duties such as ordering supplies, preparing reports, memos, company correspondence, and other documents, organizing and processing company manuals, distributing incoming mail and outgoing correspondence, and managing the company phone lines.

37. Maynard held the role of Office Manager until her resignation on or around April 10, 2025.

38. In or around March 2022, as a member of Allied's Leadership Team, Maynard began participating in frequent calls with Board members and quarterly Board

meetings and receiving full monthly company reports. Maynard was also granted the benefit of Allied's Management Bonus Plan in or around March 2022, which enabled Maynard to earn performance-based bonuses as a member of Allied's Leadership Team.

39. Maynard received several material raises as a member of Allied's Leadership Team and received a spot bonus of \$5,000 on or around September 19, 2024.

40. In or around February 2025, despite the Leadership Team materially missing the required threshold to earn performance-based bonuses under the applicable Bonus Plan, Allied granted raises and bonuses to Maynard and the other Individual Defendants.

41. On or around March 1, 2025, Allied offered to buy out all outstanding options, and Maynard quickly accepted. Maynard directed her and the other Individual Defendants' payouts to be processed in or around late March.

42. Between when Evolution partnered with Allied in or around July 2021 and when Defendant Maynard departed Allied on or around April 10, 2025, she had received more than \$70,000 in raises, bonuses, and additional compensation above her 2021 level. Her total proposed compensation for 2024 represented a 60% raise since 2021, notwithstanding an additional raise she received in early 2025

C. The Individual Defendants Receive Access to Allied's Confidential, Proprietary, and Trade Secret Information

43. Through their senior roles with Allied and positions on Allied's Board, Bowen, Lusinger, and Maynard each received access to Allied's confidential, proprietary, and trade secret information used in Allied's business, were directly involved in or aware of Allied's strategic decision-making, and received materials and information directly related to the strategic direction of the company.

44. For example, Bowen, Lusinger, and Maynard each received access to confidential, proprietary, and closely held information about Allied's strategic direction (including Board decks and other Board materials), Allied's financials (including balance sheets, income statements, cash flow statements, work in process, and detailed project-level profitability information), past, current, and upcoming bids and projects (including documents detailing Allied's customized and proprietary bid processes, procedures, and forms, proprietary formulas for calculating various project aspects for bids and in-progress projects, complete job and bid lists, and time and materials worksheets), nonpublic customer lists and related information, nonpublic vendor lists and information, personnel information, and other confidential, proprietary, and closely held information related to key aspects of Allied's operations.

45. Allied has spent substantial financial resources and years developing, compiling, refining, and maintaining this information for its exclusive benefit. As senior leadership, the Individual Defendants were, ironically, the ones entrusted with keeping this information confidential. This information derives independent economic value from the fact that it is neither generally known nor readily ascertainable by proper means by Allied's competitors or its employees, specifically including High Point and the Individual Defendants, and would take significant time (i.e., years or decades, not weeks or months) and substantial financial investment to recreate. Allied does not disclose this information to its competitors and takes reasonable efforts to protect this information from unauthorized use and disclosure through (among other things) employee policies governing the use and disclosure of confidential, proprietary, and trade secret information and password protected computers and databases.

46. For example, the Allied personnel policies and employee handbook (the “Handbook”) contains policies and procedures governing Allied employees’ use of email, Internet access, Allied-issued electronic devices such as laptop and desktop computers, cell phones, and other electronic devices (such as tablets and iPads), Allied’s ownership of all Allied information, assets, and property (including confidential, proprietary, and trade secret information), and the return of all of such Allied-owned information, assets, and property (including confidential, proprietary, and trade secret information) and Allied-issued electronic devices.

47. Regarding the use or dissemination of confidential, proprietary, and/or trade secret information belonging to Allied, the Handbook prohibits sharing confidential information, such as prospective or current client lists or other proprietary information, outside of Allied absent official company authorization to do so; prohibits sending, receiving, printing, or otherwise disseminating proprietary data, trade secrets or other confidential information of Allied Underground in violation of company policy and proprietary agreements; and prohibits the use of Allied email services to send or receive confidential information, trade secrets, or proprietary financial information without prior authorization.

48. The Handbook’s policies regarding the use of Allied-issued electronic devices such as laptop and desktop computers, cell phones, and other electronic devices (such as tablets and iPads) expressly provide that Allied placed certain restrictions on employees’ use of such Allied-issued devices as a condition of providing them to employees. The Handbook’s electronic equipment policy expressly states that all Allied-issued electronic devices and the files, information, and data stored on them, are and

remain at all times property of Allied. Use of Allied-issued electronic devices for any purpose other than conducting company business is strictly prohibited.

49. The Handbook's email policy, among other things, requires employees to use Allied email services for Allied business purposes only and requires all employee passwords and pass codes used on Allied-issued devices to be either issued by or disclosed to the company.

50. The Handbook also expressly states that any and all electronic communications, information, and files transmitted, received, downloaded, stored, or archived on the Allied system are the property of Allied and prohibits the use of Allied email services to send or receive confidential information, trade secrets, or proprietary financial information without prior authorization. The Handbook's email policy expressly directs that no employee should use a code, access a file, or retrieve any information from Allied's email system or servers unless authorized to do so.

51. The Handbook further requires Allied employees to treat internal Allied email messages as confidential and states that employees were accountable for breaches of security or confidentiality.

52. As Allied employees, each of the Individual Defendants were subject to, aware of, and agreed to be bound by the various policies set forth in the Handbook.

D. After Being Asked to Sign Confidentiality Agreements, Bowen, Lusinger, and Maynard Resign, Effective Immediately

53. As part of its annual third-party audit, Allied addressed security concerns with the third-party auditor and identified certain areas for improvement. As part of this process and to further ensure the protection of its confidential information, Allied requested that certain high-level employees who had access to Allied's confidential

information, including the Individual Defendants, sign basic Confidentiality Agreements. The signing of the Confidentiality Agreements was also a condition of the Individual Defendants receiving discretionary bonuses upon the conclusion of the then-ongoing audit process.

54. On Monday, April 7, 2025, at 4:22 p.m., Allied delivered the Confidentiality Agreements to the Individual Defendants for execution. Approximately one hour after receiving his Confidentiality Agreement, Defendant Bowen resigned, effective immediately and with no prior notice. Bowen then returned his Allied-issued cell phone completely wiped of all data (“factory reset”) and deleted data from his Allied email account. After being recruited from the feed store and taught everything he knows about the industry by Leonard, Bowen resigned over a group email without so much as a private conversation with his former mentor.

55. That same day, Defendant Lusinger sent various documents from his Allied email account to his personal gmail.com account and his wife’s personal account, including documents containing Allied confidential and proprietary information, in violation of various Company policies as set forth in the Handbook.

56. At the same time that Bowen emailed his sudden resignation to the group, Lusinger told Leonard there was “more to come.” Because Lusinger also refused to respond to communications from Leonard and other Allied team members seeking information on whether Lusinger was also resigning without notice, Allied shut down Defendant Lusinger’s remote access to his Allied email account and requested that Lusinger return all Allied-issued devices and all Allied equipment and information in his possession.

57. On or around April 9, 2025, Defendant Lusinger returned his Allied-issued cell phone and iPad completely wiped of all information and data (“factory reset”).

58. On or around approximately 10:00 p.m. on April 10, 2025, Defendant Maynard resigned via email, effective immediately, with no prior notice to anyone at Allied.

59. The next day, on or around April 11, 2025, Defendant Maynard’s Allied-issued email account received an email also sent to a second recipient with the email address “dmaynard@highpointsite.com.”

60. Because Bowen, Lusinger, and Maynard were senior employees with critical roles in Allied’s day-to-day operations, their sudden resignations with no prior notice caused a significant disturbance to Allied’s ordinary course of business and left multiple critical workflows open with no immediate solution. For example, as the “face” of Allied and primary customer contact, Bowen’s sudden departure and deletion of data from his company cell phone and email account meant that Allied’s open communications with customers went radio silent. Similarly, Lusinger’s abrupt departure and refusal to communicate with Allied personnel left field crews without oversight or direction. And because Maynard was Allied’s most senior financial officer with unparalleled access to and oversight of Allied’s financial operations, her sudden resignation at 10:00 p.m. at night during the work week resulted in delays in Allied’s ability to timely process outstanding checks and reimbursements to employees and vendors scheduled to be processed the very next morning.

E. Allied Uncovers Defendants' Theft, Breaches, and Other Unlawful Activity

61. After Bowen, Lusinger, and Maynard's resignations and the accompanying events discussed above, Allied began an investigation that has revealed a months-long plan coordinated by the Individual Defendants to resign from Allied, willfully destroy as much as possible of what they would plan to leave behind, compete against Allied through their work at High Point, and service the same customers at High Point they personally serviced through their roles at Allied using the trade secrets and other confidential and proprietary information gained through their senior roles at Allied, in violation of statutory and common law and the various fiduciary duties each owed to Allied.

62. Allied's investigation has revealed that each of the Individual Defendants' competition against Allied predates their resignation by weeks and/or months and concerns matters that are both related and unrelated to their theft of Allied's trade secrets.

63. According to Texas Secretary of State records, High Point was established on January 17, 2025, with Defendants Bowen and Lusinger listed as the managing members and Defendant Lusinger listed as the registered agent.

64. In or around late 2024, prior to High Point's date of formation, Defendant Bowen approached a current Allied employee—on company time and company property—to ask whether that employee would be interested in leaving Allied to work for their new company.

65. On information and belief, on or around January 25, 2025, Defendants Bowen and Lusinger took out a line of credit on behalf of High Point from a local bank and set up an account with ACT Pipe & Supply to purchase water and wastewater materials—the very same vendor used by Allied.

66. On information and belief, in early 2025, High Point submitted a bid for “Phase 2” of an ongoing construction project with existing Allied customer “Customer A.” Although Allied performed “Phase 1” of this project, and has done most all of the work for Customer A for many years, Allied, as a Company, did not even receive a bid invitation and thus did not submit a bid for “Phase 2” of the project. On information and belief, High Point has been awarded the “Phase 2” contract.

67. As Vice President at the time of the bid submission, Defendant Bowen was responsible for overseeing and submitting Allied’s bid for this project. On information and belief, Defendant Bowen, along with the other Individual Defendants, instead diverted that work to their new entity High Point.

68. In or around February 2025, Defendants Bowen and Lusinger took several key employees from longtime Allied customer “Customer B” on a hunting trip. Allied has done almost all of Customer B’s work for nearly a decade, and the trip—which was paid for by Allied—was intended to be a business development opportunity for Bowen and Lusinger—as officers and representatives of Allied—to further strengthen Allied’s customer relationship with Customer B. However, on information and belief, Bowen and Lusinger instead used this opportunity to solicit Customer B as a new customer of High Point and divert business opportunities to their new competing entity, all on Allied’s dime.

69. On information and belief, on or around February 18, 2025, Defendants Bowen and Lusinger entered into a lease agreement on behalf of High Point for office space located at 246 E State Highway 29, Bertram, Texas, 78605. This location—the headquarters of Defendants’ competing operation—is located a mere 200 yards away from Allied’s headquarters.

70. On or around March 4, 2025, Defendant Lusinger sent at least one confidential and proprietary financial document concerning Allied's capital expenditures to his personal gmail.com account in violation of various Company policies as set forth in the Handbook.

71. According to documents recovered from Lusinger's Allied-issued device, on or around March 12, 2025, while still employed with Allied, Defendant Lusinger ordered excavation equipment from Allied's long-term vendor relationship on behalf of High Point.

72. On or around March 25, 2025, Defendant Maynard performed a full "Google Takeout" of her entire Google environment, which included email, chats, Google drive, photos, and all other associated data.

73. On or around March 26, 2025, Defendants Bowen and Lusinger received a Master Services Agreement ("MSA") and sub-supplier information form via email from Customer B to execute on behalf of High Point. The email was sent to Defendant Bowen at his @alliedunderground.com email address and to Defendant Lusinger at a "@highpointsite.com" email address.

74. On or around April 2, 2025, Defendant Maynard accessed her Allied "GChat" account and deleted multiple messages sent and received between herself and Defendant Lusinger going back to 2022.

75. On information and belief, on or around April 9, 2025, High Point submitted a bid for a construction project to Customer B. Allied also submitted a bid for this very same project.

76. As with the "Phase 2" project for Customer A, because Defendant Bowen was Vice President in the days immediately preceding this bid submission, he would have

been responsible for overseeing and submitting Allied's bid for this project. Allied's investigation is ongoing, but based on the conduct discovered to date, it is very likely that Defendant Bowen, along with the other Individual Defendants, likewise tampered with this bid submission in an effort to divert the work to High Point.

77. On information and belief, Defendants Bowen and Lusinger contacted current and prospective Allied customers while still employed with Allied and misrepresented Allied's management structure and corporate direction in attempts to diminish confidence in Allied among its customers and give High Point a competitive edge.

78. On information and belief, Defendant Maynard acquired and/or assisted Defendants Bowen and Lusinger with acquiring requisite banking, insurance, and bonding on behalf of High Point while actively employed with Allied.

79. On information and belief, Defendant Bowen and Lusinger diverted, and then cancelled, a change order on an existing customer and diverted it to High Point while employed at Allied. On information and belief, High Point was already servicing that change order to Allied's customer and contract before, on, or about April 21, 2025, using a crew that had previously worked that same project for Allied before quitting, in their entirety and without notice, the previous day. Upon information and belief, these former Allied crew members have conducted and/or are currently conducting this on-site work while wearing Allied-branded shirts turned inside-out to conceal Allied's name and logo.

80. Allied's preliminary review and ongoing investigation following Bowen, Lusinger, and Maynard's resignations has revealed that, in their final months at Allied, Bowen, Lusinger, and Maynard used their roles within Allied to submit overbilled bids and project costs—either to artificially inflate the financials to secure bonuses, to enable

High Point to undercut Allied's bid pricing in order to divert business and customers, or both—all in violation of statute, common law, and their various fiduciary duties owed to Allied. Allied is now in the position to approach all of its customers to rectify this situation to ensure no further damages are done and/or hope these damaging business practices have not, in fact, permanently tarred Allied's once stellar reputation.

81. Based on Allied's forensic investigation to date, Bowen, Lusinger, and Maynard deleted, destroyed, altered, and/or modified various documents and information within the Allied computer systems that are ordinarily kept in the course of business to conceal this wrongdoing. As a result, Allied has been and is being forced to reverse-engineer bids and other critical information to understand the various actions taken by Bowen, Lusinger, and Maynard during their final weeks and months with Allied.

82. Based on Allied's forensic information to date, it also appears that the Defendants were using the Company funds knowingly and willingly for personal use and/or to establish High Point all in violation of statute, common law, and their various fiduciary duties owed to Allied.

V. **CAUSES OF ACTION**

COUNT 1: Trade Secret Misappropriation under the Texas Uniform Trade Secrets Act, Tex. Civ. Prac. & Rem. Code § 134A.001 *et seq.* (All Defendants)

83. Allied incorporates the allegations set forth above as though fully set forth herein.

84. Allied has spent substantial financial resources developing and maintaining its trade secrets for its exclusive benefit. Allied's trade secrets derive independent economic value from the fact that they are neither generally known nor readily ascertainable by proper means by Allied's competitors or its employees, specifically

including High Point and the Individual Defendants. Allied does not disclose its trade secrets to its competitors and has made reasonable efforts to protect them from unauthorized use and disclosure.

85. Through their employment with Allied, Bowen, Lusinger, and Maynard acquired Allied's trade secrets, including without limitation, information about Allied's strategic direction (including Board decks and other Board materials), Allied's financials (including balance sheets, income statements, cash flow statements, work in process, and detailed project-level profitability information), past, current, and upcoming bids and projects (including documents detailing Allied's customized and proprietary bid processes, procedures, and forms, proprietary formulas for calculating various project aspects for bids and in-progress projects, complete job and bid lists, and time and materials worksheets), nonpublic customer lists and related information, nonpublic vendor lists and information, personnel information, and other confidential, proprietary, and closely held information related to key aspects of Allied's operations.

86. Allied provided its trade secrets to Bowen, Lusinger, and Maynard in confidence and with the understanding that they would use Allied's trade secrets solely to perform their responsibilities with Allied. Bowen, Lusinger, and Maynard knew that Allied intended for all such trade secrets to remain confidential and to be used solely to perform their responsibilities with Allied.

87. Defendants have misappropriated, and have threatened to continue misappropriating, Allied's trade secrets in violation of TUTSA. In founding and operating High Point, the Individual Defendants misappropriated trade secrets related to, at least, Allied's strategic direction, financial strategies and operations, bid and project information, formulas, worksheets, and calculations, customer lists and customer

information, and vendor lists and vendor information. The full extent of Defendants' malicious misappropriation will be determined through discovery in this matter.

88. Since stealing these trade secrets and starting High Point, the Individual Defendants have solicited current, former, and prospective Allied customers and used these trade secrets. Because Defendants misappropriated Allied's trade secrets and are threatening to continue doing so, they have violated and threaten to continue violating TUTSA.

89. The Individual Defendants' misappropriation has directly benefited themselves personally and High Point, which has received an unfair head-start and ill-gotten gains based on this misappropriation. Also, as the company that the Individual Defendants founded through the use of Allied's trade secrets, High Point has improperly acquired and used Allied's trade secrets to the detriment of Allied and for the benefit of Defendants. Allied is entitled to recover any gains, profits, advantages, and unjust enrichment that Defendants have obtained as a result of the misappropriation alleged herein (e.g., unfair head start based on the use of Allied's trade secrets). Allied is currently unable to ascertain the full extent of these gains, profits, and advantages but will prove the value thereof at trial.

90. Defendants' misappropriation has been and continues to be willful and malicious, as evidenced by the conduct addressed throughout this Petition.

91. As a direct and proximate result of this trade secret misappropriation, Allied has suffered significant losses and damages and is entitled to permanent injunctive relief, restitution, exemplary damages, compensation, and attorneys' fees under TUTSA.

COUNT 2: Violations of the Harmful Access by Computer Act, Tex. Civ. Prac. & Rem. Code § 143.001 et seq. (Bowen, Lusinger, & Maynard)

92. Allied incorporates the allegations set forth above as though fully set forth herein.

93. Defendants Bowen, Lusinger, and Maynard are liable to Allied under Texas Civil Practice & Remedies Code § 143.001, which establishes a cause of action for “a person who is injured or whose property has been injured as a result of a violation under Chapter 33, Penal Code . . . if the conduct constituting the violation was committed knowingly or intentionally.” Tex. Civ. Prac. & Rem. Code. § 143.001(1).

94. Texas Penal Code § 33.02(a) provides that “[a] person commits an offense if the person knowingly accesses a computer, computer network, or computer system without the effective consent of the owner.” Tex. Pen. Code § 33.02(a). Pursuant to Texas Penal Code § 33.01(12), consent is not effective if, among other things, it is “used for a purpose other than that for which the consent was given.” Tex. Pen. Code § 33.01(12).

95. In connection with their departure from Allied to form direct competitor High Point, Bowen, Lusinger, and Maynard knowingly and intentionally accessed, deleted, downloaded, copied, took, and/or stole Allied’s information, without authorization, from their work-issued desktop computers, laptop computers, computer network, cellular phones, and/or other electronic devices.

96. Bowen, Lusinger, and Maynard were without authorization and exceeded their authorized access to Allied’s protected computers in at least the following ways: (1) destroying data on Allied-issued cell phones, laptops, iPads, and other electronic devices through “factory resets” and other methods; (2) deleting, altering, and/or modifying data and information related to Allied bids, projects, customers, and other Allied-owned

information on their Allied-issued electronic devices, Allied email accounts, and on Allied's computer system and network; (3) forwarding Allied-owned information and files to personal email accounts, (4) performing exports and downloads of their Allied email accounts without authorization; and (5) refusing, even as of the date of the filing of this Petition, to provide passwords to their Allied-issued electronic devices in contravention of company policy.

97. Bowen, Lusinger, and Maynard did not have Allied's effective consent to access Allied's computers, computer network, and/or computer system for any purpose other than for conducting business on behalf of Allied, as memorialized in various company policies, including those set forth in the Handbook.

98. As a result of Bowen, Lusinger, and Maynard's conduct, Allied has suffered damages, including impairment of the integrity and availability of critical data and information on Allied's computers, computer system, and other Allied-issued electronic devices. For example, Bowen's permanent destruction of all data on his Allied-issued cell phone, Lusinger's permanent destruction of all data on his Allied-issued cell phone and iPad, and Bowen, Lusinger, and Maynard's destruction, deletion, alteration, and/or modification of files, information, and data on their Allied-issued computer(s) and on Allied's computer system affects Allied's ability to perform its business operations in the normal course, such as submitting bids for future projects and accessing complete and accurate bid, project, client, and vendor information for future, ongoing, and recently completed projects.

99. As a result of Bowen, Lusinger, and Maynard's unlawful actions, Allied is entitled to its actual damages and reasonable attorneys' fees and costs pursuant to Texas Civil Practice & Remedies Code § 143.002, including the cost of responding to the offense

through this action, conducting a damage assessment, and ongoing attempts to restore the data to its condition prior to the offense. As Allied's investigation into Defendant's wrongdoing and data recovery efforts remain ongoing, Allied's damages continue to accrue.

COUNT 3: Breach of Fiduciary Duty (Bowen, Lusinger, & Maynard)

100. Allied incorporates the allegations set forth above as though fully set forth herein.

101. Bowen, Lusinger, and Maynard each served as senior officers and Board meeting participants at Allied immediately prior to their resignation. They were entrusted, in effect, to run the Company and continue to support the hundred-plus families that rely on Allied for their livelihood. In their roles, Bowen, Lusinger, and Maynard acquired and owed Allied fiduciary duties, including duties of loyalty, due care, good faith, candor, and full disclosure. Notably, Bowen, Lusinger, and Maynard had an obligation to act for the benefit of Allied in all matters relating to their employment with Allied. Bowen, Lusinger, and Maynard had a duty to not act for their own interests, at the expense of Allied, by using Allied's resources or employees for personal gain, or by a course of conduct designed to hurt Allied. Bowen, Lusinger, and Maynard further owed Allied a duty of loyalty and duty to deal openly with Allied about matters affecting Allied's business.

102. Bowen, Lusinger, and Maynard each breached these fiduciary duties to Allied by at least the following:

- a. preparing to compete against Allied while serving as officers of and while still actively employed and paid by Allied;

- b. actively competing against Allied while serving as officers of and while still employed and paid by Allied;
- c. submitting competing bids on behalf of High Point while serving as officers of and while still employed and paid by Allied;
- d. diverting business opportunities and modifying contracts and change orders to benefit High Point while serving as officers of and while still employed and paid by Allied;
- e. neglecting to submit bids, maintain customer relationships, and pursue other business opportunities on behalf of Allied while serving as officers of and while still employed and paid by Allied (so as to improve High Points chances of successfully competing with Allied);
- f. soliciting and preparing to solicit Allied's current and prospective customers on behalf of High Point while serving as officers of and while still employed and paid by Allied;
- g. misrepresenting Allied's market position, business structures and strategies, and management structures and strategies to the community and Allied's current and prospective customers while serving as officers of and while still employed and paid by Allied (so as to improve High Points chances of successfully competing with and/or destroying what they could of Allied); and
- h. concealing and otherwise failing to disclose to Allied that they were preparing to compete and actively competing against Allied while serving as officers of and while still actively employed and paid by Allied.

103. These breaches of fiduciary duty owed to Allied were intentional, knowing, willful, and malicious, as evidenced by the conduct addressed throughout this Petition.

104. While Bowen, Lusinger, and Maynard misappropriated Allied's trade secrets to use at High Point, such trade secret misappropriation is adequately covered by Allied's claim under the TUTSA, and does not serve as a basis of this breach of fiduciary duty claim.

105. As a direct and proximate result of Bowen, Lusinger, and Maynard's breaches of fiduciary duties, Allied has suffered significant losses and damages and is entitled to permanent injunctive relief, restitution, exemplary damages, compensation, and attorneys' fees. Furthermore, Bowen, Lusinger, and Maynard have been unjustly enriched and should be ordered to disgorge all such enrichment, including, but not limited to, all salaries, bonuses, incentives, and benefits paid during the time that they were actively preparing to compete and competing against Allied.

COUNT 4: Tortious Interference with Existing Contracts (All Defendants)

106. Allied incorporates the allegations set forth above as though fully set forth herein.

107. Allied's contracts with its existing customers are valid and enforceable contracts.

108. At all relevant times, Defendants were aware of Allied's contracts with its existing customers through their senior roles at Allied and the necessary duties and functions of Bowen, Lusinger, and Maynard's roles at Allied.

109. Despite such knowledge, upon information and belief, one or more of the Defendants intentionally interfered with Allied's contracts with its customers, including,

without limitation, its contract with Customer A, in efforts to divert such customers to High Point and damage Allied's business.

110. Defendants acts were not justified and Defendants did not and could not have had a good faith belief that Allied's contracts with its existing customers were void, voidable, or unenforceable prior to engaging in such acts.

111. Defendants' tortious actions were the proximate cause of any current or future breaches of Allied's contracts with its customers, including the contract with Customer A.

112. As a direct and proximate result of Defendants' unlawful and tortious actions, Allied has suffered and will suffer damages including, but not limited to, lost profits, loss of customers, and loss of market reputation and goodwill.

COUNT 5: Tortious Interference with Prospective Business Relations (All Defendants)

113. Allied incorporates the allegations set forth above as though fully set forth herein.

114. In addition to diverting existing business and interfering with existing contracts, Defendants are intentionally and willfully interfering with Allied's prospective business relationships.

115. Upon information and belief, Defendants are able to accomplish this interference by using Bowen, Lusinger, and Maynard's knowledge and position as former trusted officers and high-ranking employees of Allied, their access to information touching on every aspect of Allied's business, including customer and vendor information, and the very relationships, resources, and training gained through their employment with Allied to encourage Allied's current, former, and/or prospective customers to contract

with High Point instead of Allied. This conduct by Defendants is independently wrongful and tortious because they have breached and are breaching their fiduciary duties to Allied while committing this interference.

116. Defendants' conduct is unjustified and thus constitutes tortious interference with Allied's prospective business relationships. As a direct and proximate result of Defendants' unlawful and tortious actions, Allied has suffered and will suffer damages including, but not limited to, lost profits, loss of customers, and loss of future business opportunities and goodwill. In addition to these damages, Allied is entitled to permanent injunctive relief to prevent all such imminent and irreparable harm for which it has no adequate remedy at law.

COUNT 6: Civil Conspiracy (Bowen, Lusinger, & Maynard)

117. Allied incorporates the allegations set forth above as though fully set forth herein.

118. Bowen, Lusinger, and Maynard conspired with one another to divert business away from Allied and to High Point, solicit Allied's customers and employees, actively compete with Allied during their employment, and commit the other various breaches of their respective fiduciary duties owed to Allied set forth herein.

119. On information and belief, Bowen, Lusinger, and Maynard had a meeting of the minds to accomplish the various breaches of their respective fiduciary duties owed to Allied set forth herein for months.

120. Due to Bowen, Lusinger, and Maynard's actions, Allied has suffered actual damages within the jurisdictional limits of this Court for which Bowen, Lusinger, and Maynard are joint and severally liable as co-conspirators.

VI.

CONDITIONS PRECEDENT

121. All conditions precedent to Allied's claims for relief as stated herein have been performed or have occurred or were otherwise met, waived, or excused.

VII.
JURY DEMAND

122. Allied requests a trial by jury on all applicable issues.

VIII.
PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff Allied Underground, LLC respectfully requests that the Court award the following relief:

- a. After a trial on the merits, issue a permanent injunction enjoining Defendants from engaging in further unlawful conduct as set forth above;
- b. Issue an order compelling the Individual Defendants to turn over to Allied, through Allied's undersigned counsel, any and all property belonging to Allied, including its confidential information and trade secrets mentioned above;
- c. Enter judgment against Defendants as requested herein, jointly and severally, for Allied's nominal, actual, and consequential damages, exemplary damages, including pre- and post-judgment interest, attorneys' fees and costs (as allowed by statute and common law);
- d. Award Allied damages in the form of disgorgement of the ill-gotten gains that Defendants earned or otherwise obtained through their wrongful conduct as outlined above, including, but not limited to, breaches of fiduciary duties and misappropriation of confidential information;
- e. Award Allied its reasonable attorneys' fees and costs of court as permitted by applicable law;
- f. Grant Allied all other relief, in law and in equity, to which it may be entitled.

Dated: April 23, 2025

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

/s/ T. Cullen Wallace _____

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Veronica Sanchez on behalf of Thomas Wallace

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