

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CV036621-910

MAVEN ADVANTAGE, INC.,
Plaintiff,

v.

SQUARE ONE STORM
RESTORATION, LLC, d/b/a
SQUARE ONE RESTORATION,
LLC; WILLIAM C. COUCH; and
TYLER N. DANIELS,
Defendants.

**ORDER ON PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION**

THIS MATTER is before the Court on Plaintiff Maven Advantage, Inc.'s ("Maven") Motion for Preliminary Injunction ("PI Motion," ECF No. 6).

THE COURT, having reviewed the PI Motion; the briefs, affidavits, and exhibits submitted by the parties, the arguments of counsel, and other appropriate matters of record, **CONCLUDES**, in its discretion, that the PI Motion should be **DENIED** for the reasons set forth below.

FINDINGS OF FACT

1. The Court's factual findings are made solely for purposes of deciding the present PI Motion and are not binding in any subsequent proceedings in this action. *See Daimlerchrysler Corp. v. Kirkhart*, 148 N.C. App. 572, 578 (2002).

2. At the outset, the Court observes that the affidavits submitted by the parties repeatedly offer conflicting factual testimony about the occurrence or non-occurrence of certain incidents. The Court will set out each side's respective

testimony before ultimately making credibility determinations as necessary to decide the PI Motion.¹

3. Maven is a company that provides roofing and storm restoration services to customers in eastern North Carolina. (Compl. ¶¶ 19–20, ECF No. 3.)

4. Defendants William Couch and Tyler Daniels were formerly employed as sales representatives by Maven until they resigned on 4 October 2024. (Compl. ¶¶ 6, 23–24.)

5. Maven generates its business—in part—through a two-step process. First, Maven’s sales representatives conduct free roof inspections for prospective customers and generate “detailed inspection report[s]” that describe the condition of the property owners’ roofs. Second, information derived from the initial inspection reports is used to “finalize[] contracts with the property owners to provide roof repairs or replacement[s].” (Compl. ¶ 21; Pariseau Aff. ¶¶ 4–5, ECF No. 17.2.)

6. During this two-step process, Maven collects certain data from its prospective customers, including:

customer names, addresses, and contact information; roof inspection details, including dates and deadlines; roof condition reports; scope of repair work and associated contract estimates; deal stage (i.e., updates about where the customer [sic] is in the process from initial contract to completed job); information about the customer’s potential insurance coverage; and notes from interactions with the customer, including their preferences and attitudes about moving forward with roofing services.

¹ Although factual disputes are obviously commonplace in litigation, the Court is troubled by the stark conflicts in the testimony of the witnesses who have provided sworn affidavits in this case about the same events, which raises the specter of false testimony being deliberately given. It should go without saying that deliberately making false statements in a sworn affidavit constitutes perjury to the same extent as intentionally offering false testimony in a courtroom.

(Pariseau Aff. ¶ 7.)

7. Maven compiles and stores the data it collects in a password-protected computer system called “Hover” to which its employees only retain access during the course of their employment. (Pariseau Aff. ¶ 8.)

8. Maven’s Human Resources Manager, Beth Pariseau, testified that Hover is “the only way that sales representatives have access to the information they need to negotiate contracts with pre-identified property owners.” (Pariseau Aff. ¶ 8.)

9. Couch, however, states in his affidavit that Maven “[does] not maintain a single database, document, or other storage medium in which all customer information was compiled.” (Couch Aff. ¶ 30, ECF No. 19.3.) Couch also testified that Maven uses another system called Quotapath in order to “maintain records of the commissions due to its sales representatives for closing sales.” (Couch Aff. ¶ 15.)

10. As a condition of their employment and access to Hover, Maven’s sales representatives are required to sign Employee Non-Solicitation, Non-Competition, and Non-Disclosure Agreements (“Employment Agreements”) that prohibit—among other things—the unauthorized disclosure or use of Maven’s confidential or proprietary information. (Pariseau Aff. ¶ 8; Compl. Exs. B, C.)

11. In 2024, one of Maven’s competitors—Square One Storm Restoration, LLC (“Square One,” and together with Couch and Daniels, “Defendants”)²—identified a need to hire additional sales representatives for its business. (Hasty Aff. ¶ 4, ECF No. 19.2.)

² Square One is a Nevada-based limited liability company with its principal place of business in Wilmington, North Carolina. (Compl. ¶ 13.)

12. Between July and September 2024, Square One’s Project Manager—Hunter Wilson—contacted Couch and Daniels on multiple occasions in an effort to recruit them to work as sales representatives for Square One. (Hasty Aff. ¶ 5; Couch Aff. ¶¶ 12–13.)

13. On 27 September 2024, Couch and Daniels signed offers of employment with Square One, although they continued to remain at Maven until 4 October 2024 in order to ensure that they received the appropriate compensation they were due prior to their departure from Maven. (Couch Aff. ¶¶ 18–21; Hasty Aff. ¶¶ 6–8; Daniels Aff. ¶¶ 10–15, ECF No. 19.4.)

14. Couch and Daniels officially joined Square One on or around 7 October 2024. (Couch Aff. ¶ 40; Daniels Aff. ¶ 33.)

15. Maven alleges that in or around September 2024, it began to experience “an unusual down trend in its sales.” (Compl. ¶¶ 29–30.) More specifically, Maven asserts that a significant number of prospective customers cancelled their initial roof inspections and declined to sign further service contracts with the company. (Pariseau Aff. ¶ 11.)

16. At some point, Pariseau conducted an internal investigation to uncover the reason for the downturn. Her investigation allegedly revealed that Couch and Daniels were actively misappropriating Maven’s proprietary information in order to siphon customers away from Maven and redirect them to Square One. (Pariseau Aff. ¶¶ 11–12, 19–20.)

17. According to Maven, Couch and Daniels’ attempts to misappropriate Maven’s proprietary data began during the final days of their employment with the company. (Pariseau Aff. ¶ 19.) Maven asserts that on 28 September 2024, Couch used his Maven email address to send “compiled customer data from Hover to his personal email address.” (Pariseau Aff. ¶ 19; Compl. ¶ 44.) This compiled data purportedly included—among other things—lists of “customers directly assigned to [Couch]” and “customers assigned to other Maven sales representatives.” (Pariseau Aff. ¶ 19.)

18. Couch denies that he ever “remove[d] or [took] any ‘customer list’ or any other confidential customer information or property from Maven, in anticipation of [his] departure from Maven or otherwise.” (Couch Aff. ¶ 27.) Moreover, Couch asserts that he has never had access to a compilation of information that could be properly characterized as a “customer list.” (Couch Aff. ¶¶ 28–29.)

19. Upon leaving their employment with Maven, Couch and Daniels lost their access to Hover. (Pariseau Aff. ¶¶ 8, 20.)

20. On 8 October 2024, Daniels allegedly contacted a Maven employee via text message to ask for specific information about one of Maven’s existing customers, Curtis Stackhouse. (Compl. ¶ 44.) Their text exchange read as follows:

Daniels: Hey can you help me quick[?]

Maven Employee: What’s up bro?

Daniels: I need an estimate and scope of work for a job[.] I’m kicked out of HOVER obviously[.] Curtis Stackhouse 602 Dellwood Place.

Maven Employee: They changed permissions on HOVER to where we can only see our own jobs now[.] Unless you're admin obviously[.]

Daniels: Damn[.]

(Pariseau Aff. ¶ 20.)

21. Daniels acknowledges that he had previously assisted Stackhouse during his employment with Maven but asserts that it was Stackhouse who chose to follow him to Square One following his departure from Maven. (Daniels Aff. ¶¶ 32–33.) Moreover, Daniels testified that he never actually received the information he sought through the above-quoted exchange of texts with the Maven employee. (Daniels Aff. ¶ 34.)

22. Maven also asserts that Square One—through Couch and Daniels—attempted to “steal” other prospective customers who went on to retain Square One instead of Maven for roofing services. (Compl. ¶ 38; Pariseau Aff. ¶ 12–13.)

23. One of Maven’s prospective customers, Elizabeth Miller, allegedly scheduled a preliminary roof inspection with Maven in September 2024. Maven asserts that it internally assigned responsibility for Miller’s property to Daniels, who was tasked with conducting the roof inspection. (Compl. ¶ 39.)

24. Pariseau testified that Miller ultimately terminated her relationship with Maven without giving a reason. (Pariseau Aff. ¶ 13.) She further stated that she later discovered an online review of Square One that was purportedly written by Miller dated 30 September 2024. (Pariseau Aff. ¶ 15.) The online review—which was posted on Google—read as follows:

The team at Square [O]ne has made the insurance process worry free and simple. Tyler explained every step of the process and was extremely professional during the first step. I'll recommend the [S]quare [O]ne team to anyone who needs their roof replaced or inspected.

(Pariseau Aff. ¶ 15.)

25. Pariseau also asserts that other prospective Maven customers left similar reviews on Square One's website that praised Couch and Daniels and were posted on dates that fell either during the month prior to or the month after Couch and Daniels' resignation from Maven. (Pariseau Aff. ¶¶ 15–18.)

26. Daniels, however, testified that Miller and the other individuals named in the Google reviews referencing him were friends and family members who he had asked to post positive reviews "in order to support [his] transition to Square One." (Daniels Aff. ¶¶ 43–44.)

27. Miller states in her affidavit that Daniels is a "personal friend of [her] husband" and that "[a]t the end of September 2024, [Daniels] contacted [her], informed [her] that he was leaving his employment at Maven and going to work for Square One . . . and asked [her] to post a positive online review to support his transition to Square One." (Miller Aff. ¶¶ 3, 6, ECF No. 19.5.)

28. Couch similarly states in his affidavit that he asked his "friends and family [to] post positive reviews online in order to support [his] transition to Square One." (Couch Aff. ¶ 46.)

29. In addition to Miller, Pariseau contends that a number of additional customers ended their relationships with Maven during the time period immediately prior to—and after—Couch and Daniels' resignations. (Pariseau Aff. ¶¶ 13–18.)

30. One such customer was Katsuko Hanks, who Pariseau alleges abruptly ended her relationship with Maven and left a Google review on 10 October 2024 that included a reference to Couch. Specifically, the review stated: “Billy let me save money! And they work hard.” (Pariseau Aff. ¶¶ 13, 15.)

31. Defendants have filed an affidavit from Hanks in which she testified that she originally met Couch during Maven’s preliminary inspection of her roof in September 2024. She later contacted Couch on his personal cell phone on 6 October 2024 to inform Couch that she wished to move forward with Maven’s proposed roofing services to which Couch responded that he was no longer working for Maven and that Hanks would have to contact Maven “to move forward with the proposal.” Hanks further testified that she informed Couch of her desire to continue working with him, asked for a new proposal from Square One, and ultimately contracted with Square One. (Hanks Aff. ¶¶ 4–8, ECF No. 19.7.)

32. Maven also contends that Daniels and Couch were actively diverting customers who were already under contract with Maven to Square One. (Compl. ¶ 8.)

33. As an example, Maven alleges that—in or around September 2024—it signed a contract for roofing services with a homeowner who was assigned to Daniels. (Compl. ¶ 41.) Maven further asserts that—in or around mid-October 2024 and after Daniels had resigned from Maven—it contacted this same customer to collect an insurance payment prior to beginning roofing work on her home, only to learn that she had already given a check from her insurance company to Daniels. (Compl. ¶ 41.)

34. In response, Defendants have filed the affidavit of Tammie Murray (who is apparently the homeowner referenced by Maven on this issue). (Murray Aff., ECF No. 19.8.) Murray testified that she had first contacted Daniels in September 2024 while he was still employed at Maven. She recalls that Daniels “met [her] at [her] house, performed an inspection of [her] damaged roof, and provided an estimate and proposal for roofing services by Maven.” Moreover, she testified that Daniels “gave [her] his personal cell phone number.” (Murray Aff. ¶ 3.)

35. In her affidavit, Murray further states the following:

In mid-October 2024, my insurance carrier issued and sent me a check for the required deposit for the roofing repairs by Maven.

After receiving the check, on or about October 16, 2024, I contacted Mr. Daniels on his cell phone to tell him that I had received the check for the deposit and to ask him about next steps related [to] the repairs. Mr. Daniels told me that he no longer worked for Maven and was now employed with another roofing services company, Square One Restoration, LLC (“Square One”).

I told Mr. Daniels that I thought Maven’s pricing for the proposed roofing services was too high and asked him whether he thought he could provide me with better pricing from Square One. He responded that he thought he could.

At that point, I decided that I did not want to move forward with Maven’s proposal, but instead, wanted to work with Square One. I told Mr. Daniels that I wanted to move forward with Square One and asked him to come to my house and pick up the check that I had received from the insurance carrier, which he did.

At no point during my exchanges with Mr. Daniels in October 2024 did he represent to me that he still worked for Maven. He clearly told me at the outset that he had left Maven and was working for Square One. I gave the check to him because I wanted to work with Square One.

About a week after I gave the check to Mr. Daniels, I received a call from someone at Maven asking for information from my insurance company.

I told the caller truthfully that Mr. Daniels already had come to the house and picked up the check. I did not tell the caller that Mr. Daniels had represented or that I believed that he was still employed with Maven at the time.

Subsequently, Mr. Daniels provided me with a check from Square One returning the full amount of the funds provided by the check from my insurance company. Mr. Daniels told me that Maven was taking the position that he and Square One had wrongfully taken the check and that Square One was returning the funds until the matter was resolved.

(Murray Aff. ¶¶ 5–11.)

36. Maven has also submitted the affidavits of Austin Edwards and Juan Pablo “JP” Uribe, two current Maven sales representatives (and former colleagues of Couch and Daniels). (Edwards Aff. ¶ 2, ECF No. 27; Uribe Aff. ¶ 2, ECF No. 28.) In these affidavits, Edwards and Uribe describe schemes purportedly executed by Couch and Daniels to benefit Square One at the expense of Maven.

37. Edwards testified that while Daniels was still employed at Maven, he “specifically told [Edwards] that he was making thousands of dollars by sending Maven customers to a different company” and that Edwards “later learned that [this] company was Square One.” (Edwards Aff. ¶ 7.) Edwards further stated that he was informed by another Maven employee, Joey McCarthy, about the process Daniels allegedly used to carry out this scheme. Edwards testified that McCarthy expressly told him as follows:

Mr. Daniels would approach Maven customers and suggest that he had a way to do the roofing work for less than Maven’s initial “expensive” quote. Mr. Daniels would tell the customers that “we” (i.e., Maven) would get them signed for a “cheaper price.” Those customers were actually signing an outside contract with Square One.

Hunter Wilson (Square One's project manager) would then pay Mr. Daniels for having sent the Maven customer to Square One. It was through this process that Mr. Daniels was able to make thousands of dollars from Square One while still employed with Maven.

It was further explained to me by Mr. McCarthy that this process continued after Mr. Daniels officially left Maven for Square One. Mr. Daniels, after coordinating with Mr. McCarthy, would show up at a Maven customer's home in Maven attire. From there, Mr. Daniels would bend shingles to reach the 12-or-more wind-creased shingles threshold generally required to trigger insurance coverage. The homeowner would be told the "good news" that they had an insurance claim. Customers would ultimately sign a contract with Square One.

(Edwards Aff. ¶¶ 8–10.)

38. In response to Edwards' affidavit, Defendants filed an affidavit from McCarthy, who testified that he "absolutely never made any of the statements that Mr. Edwards claims that [he] made, or any statements remotely close or similar to those statements, either to Mr. Edwards or to any other person." (McCarthy Aff. ¶ 4, ECF No. 30.2.) According to McCarthy, any testimony suggesting that he made the above-referenced statements is "entirely untrue." (McCarthy Aff. ¶ 4.) McCarthy further states that he has "no knowledge whatsoever of [Daniels or any other employee at Square One] engaging in, facilitating, encouraging, directing, or participating in any actions, either during or after [their] employment with Maven, to divert actual or potential Maven customers to Square One[.]" (McCarthy Aff. ¶¶ 5–6.) Finally, McCarthy states that he has "no knowledge of [Daniels] at any point in time 'bend[ing] shingles' on any actual or potential customers' roofs in order to trigger insurance coverage for roofing services, either during or after his employment with Maven." (McCarthy Aff. ¶ 8.)

39. Uribe's affidavit relates to an allegation by Maven that Square One's employees operated a "fake Maven call center[.]" (Uribe Aff. ¶ 13.)

40. Specifically, Uribe states that on 5 October 2024, he traveled with Couch to visit a customer's home and "personally witnessed [Couch] say to the customer, 'I can get you a better price. I'm going to have someone give you a call.'" (Uribe Aff. ¶ 9.) Following that interaction, Uribe contends that he witnessed Couch place a phone call to another individual, who he heard respond with: "Maven, how can I help you?" (Uribe Aff. ¶ 10.) Couch then proceeded to provide this other individual with "the customer's information, including the price that Maven quoted, the customer's phone number, information about the customer's roof square footage and [measurements], information about the home's damage, and specific information about the customer themselves, including their financial status." (Uribe Aff. ¶ 10.) According to Uribe, upon concluding his phone call, Couch asked Uribe whether he "caught that," which Uribe assumed was "in reference to the fact that the person on the other end of the phone call had answered the phone as if they were Maven." (Uribe Aff. ¶ 11.) Uribe testified that Couch further stated that "the person on the phone with him was from the new company that he was going to work for, and that he was talking to the 'guy in charge.'" (Uribe Aff. ¶ 12.) He "later learned that this company was Square One." (Uribe Aff. ¶ 12.)

41. Uribe's testimony is rebutted by Couch's supplemental affidavit. Couch acknowledges visiting three potential Maven customers with Uribe but testified that any telephone communication he made in connection with those customers "would

have been with Maven” and that he “did not have any such communication with Square One [or] any representative of Square One[.]” (Couch Suppl. Aff. ¶¶ 9–10, 16, ECF No. 30.4.)

42. Maven filed a verified Complaint in Wake County Superior Court on 14 November 2024, asserting claims against Couch, Daniels, and Square One for unfair and deceptive trade practices under N.C.G.S. § 75-1.1, common law unfair competition, misappropriation of trade secrets, tortious interference with contract, and tortious interference with prospective economic advantage. Maven’s Complaint also asserts a claim against Couch and Daniels for breach of contract and a claim against Daniels for civil embezzlement. (Compl. ¶¶ 48–93.)

43. Along with its Complaint, Maven filed a motion seeking both a temporary restraining order and a preliminary injunction.

44. On 15 November 2024, the Honorable Graham Shirley issued a temporary restraining order that prohibited Defendants from using confidential information and customer lists obtained from Maven, contracting or soliciting Maven’s current or prospective customers using information obtained from Maven, and purporting to act on behalf of Maven or otherwise be associated with Maven. (Temporary Restraining Order, at 3, ECF No. 11.)

45. On 20 November 2024, this matter was designated as a mandatory complex business case and assigned to the Honorable Adam Conrad. (ECF Nos. 1, 2.) On 22 November 2024, the case was reassigned to the undersigned. (ECF No. 14.)

46. On 21 November 2024, the parties jointly requested the entry of an order extending the existing temporary restraining order until such time as the Court issued a ruling on Plaintiff's PI Motion and setting forth a proposed briefing schedule and hearing date for the PI Motion. (ECF No. 12.) The Court entered an order granting the parties' request on 22 November 2024. (ECF No. 15.)

47. Following full briefing by the parties, the Court held a hearing on the PI Motion on 24 January 2025 at which all parties were represented by counsel.

48. The PI Motion is now ripe for resolution.

CONCLUSIONS OF LAW

49. **BASED UPON** the foregoing **FINIDNGS OF FACT**, the Court makes the following **CONCLUSIONS OF LAW**.

50. Any finding of fact that is more appropriately deemed a conclusion of law, and any conclusion of law that is more appropriately deemed a finding of fact, shall be so deemed and incorporated by reference as a finding of fact or conclusion of law, as appropriate.

51. A preliminary injunction "is an extraordinary measure taken by a court to preserve the status quo of the parties during litigation." *Ridge Cmty. Invs., Inc. v. Berry*, 293 N.C. 688, 701 (1977). Accordingly, the Court will only issue a preliminary injunction:

(1) if a plaintiff is able to show likelihood of success on the merits of his case and (2) if a plaintiff is likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court, issuance is necessary for the protection of a plaintiff's rights during the course of litigation.

A.E.P. Indus., Inc. v. McClure, 308 N.C. 393, 401 (1983) (cleaned up).

52. “The burden is on the moving party to establish its right to a preliminary injunction, and the remedy ‘should not be lightly granted.’” *Comput. Design & Integration, LLC v. Brown*, 2017 NCBC LEXIS 8, at *19 (N.C. Super. Ct. Jan. 27, 2017) (quoting *GoRhinoGo, LLC v. Lewis*, 2011 NCBC LEXIS 39, at *17 (N.C. Super. Ct. Sept. 29, 2011)).

53. The issuance of such injunctive relief “is a matter of discretion to be exercised by the hearing judge after a careful balancing of the equities.” *State ex rel. Edmisten v. Fayetteville St. Christian Sch.*, 299 N.C. 351, 357 (1980).

54. Here, the Court need not reach the second prong of the test because it concludes that Maven has failed to show a reasonable likelihood of success on the merits.

55. For purposes of this Motion, Maven contends that it has shown a reasonable likelihood of success on its claims for misappropriation of trade secrets, tortious interference with contract, unfair competition, and unfair and deceptive trade practices (“UDTP”) under N.C.G.S. § 75-1.1.³

56. The North Carolina Trade Secrets Protection Act provides that “actual or threatened misappropriation of a trade secret may be preliminarily enjoined during the pendency of the action and shall be permanently enjoined upon judgment finding misappropriation[.]” N.C.G.S. § 66-154(a).

³ Although Maven makes a cursory reference in a footnote to its brief to its belief that it has also shown a reasonable likelihood of success on the merits as to its breach of contract claim, its brief does not actually contain a substantive legal argument on that issue. Therefore, the Court will not address that additional contention.

57. With respect to showing either actual or threatened misappropriation of a trade secret, this Court has explained as follows:

Actual or threatened misappropriation may be established by the introduction of “substantial evidence” that a person against whom relief is sought “[k]nows or should have known of the trade secret; and [h]as had a specific opportunity to acquire it for disclosure or use or has acquired, disclosed, or used it without the express or implied consent of the owner [of the trade secret].” N.C. Gen. Stat. § 66-155. A defendant may rebut an owner’s claim of misappropriation by proving that the defendant acquired the owner’s trade secret information through independent development or reverse engineering, or by proving that the owner’s “trade secret” information was received from another person with a right to disclose the information or is generally known in the industry. N.C. Gen. Stat. §§ 66-155, 66-152.

Comput. Design & Integration, LLC, 2017 NCBC LEXIS 8, at *22 (alterations in original).

58. In order to state a claim for tortious interference with contract, a plaintiff must allege five elements.

(1) a valid contract between the plaintiff and a third person which confers upon the plaintiff a contractual right against a third person; (2) the defendant knows of the contract; (3) the defendant intentionally induces the third person not to perform the contract; (4) and in doing so acts without justification; (5) resulting in actual damage to plaintiff.

Allegis Grp., Inc. v. Zachary Piper LLC, 2013 NCBC LEXIS 12, at **22 (N.C. Super. Ct. Feb. 25, 2013) (quoting *Esposito v. Talbert & Bright, Inc.*, 181 N.C. App. 742, 745 (2007)).

59. A claim for “unfair competition” protects “a business from misappropriation of its commercial advantage earned through organization, skill, labor, and money.” *BIOMILQ, Inc. v. Guiliano*, 2023 NCBC LEXIS 24, at **28 (N.C. Super. Ct. Feb. 10, 2023) (quoting *Henderson v. U.S. Fid. & Guar. Co.*, 346 N.C. 741,

749 (1997)). This cause of action encompasses “a range of behaviors such as trademark infringement, imitation of a competitor’s product or its appearance, interference with a competitor’s contractual relations, disparagement of a competitor’s product or business methods, and misappropriation of a competitor’s intangible property rights such as advertising devices or business systems.” *Gateway Mgmt. Servs. v. Carrbridge Berkshire Grp., Inc.*, 2018 NCBC LEXIS 45, at *19–20 (N.C. Super. Ct. May 9, 2018) (cleaned up).

60. Finally, to state a claim for unfair and deceptive trade practices under N.C.G.S. § 75-1.1(a), a plaintiff must allege three elements: “(1) an unfair or deceptive act or practice, or an unfair method of competition, (2) in or affecting commerce, (3) which proximately caused actual injury to the plaintiff or to his business.” *Spartan Leasing, Inc. v. Pollard*, 101 N.C. App. 450, 460–61 (1991).

61. For purposes of the present PI Motion, Maven’s factual assertions regarding these claims largely overlap. Accordingly, the Court will analyze Maven’s arguments in tandem with regard to the evidence it has presented.

62. The Court has thoroughly reviewed all of the submissions from the parties both in support of and in opposition to the PI Motion.

63. As set out in the Findings of Fact above, Maven has made a number of allegations regarding discrete events that it claims support its entitlement to a preliminary injunction. In response, however, Defendants have offered evidence meticulously rebutting each of Maven’s assertions. At this early stage of the litigation

and based on the limited factual record before it, the Court finds Defendants' evidence to be more credible.

64. Several of Maven's claims rely on a showing that Square One, Couch, and Daniels misappropriated Maven's proprietary customer information for the benefit of Square One. (Pl.'s Br. Supp. PI Mot. ("Pl.'s Br. Supp."), at 17, ECF No. 17.) In support of this argument, Maven primarily relies on its allegations concerning (1) Couch's 28 September 2024 email of screenshots that displayed "compiled customer data from Hover" from his Maven email address to his personal email address, and (2) Daniels' 8 October 2024 text exchange with a Maven employee in which he requested information regarding work Maven had performed for Stackhouse.

65. With regard to Couch's 28 September email, Couch's affidavit states that he only emailed himself screenshots from Quotapath (rather than from Hover). (Couch Aff. ¶ 15.) Additionally, Couch testified that the screenshots contained "only the names of customers with whom [he] had closed deals in September 2024 and a statement of [his] commission earnings for each transaction." (Couch Aff. ¶ 16.) Couch's affidavit states that he only took this action in order to keep records of the sales he had closed and commissions he had earned during his final month of employment at Maven. He further testified that the screenshots "do not contain customer contact information" or "any information that would provide any advantage in attempting to solicit the customers shown." (Couch Aff. ¶ 16.)

66. At the 24 January hearing, counsel for Maven conceded that information regarding Couch's earned commissions would not by itself constitute trade secrets.

67. With regard to Daniels' 8 October 2024 text exchange, Daniels testified that the exchange was prompted by an unsolicited call from Stackhouse on or about 7 October 2024 during which Stackhouse voluntarily requested that Daniels continue providing him with roofing services despite the fact that Daniels now worked for Square One. Upon informing Stackhouse that he "would need to provide him with a new estimate and proposal on behalf of Square One," Daniels initiated the text exchange with one of Maven's current employees to see "if he could provide [him] with Maven's prior estimates, measurements, and scope of work for Mr. Stackhouse, so that [he] could generate a new proposal on behalf of Square One." (Daniels Aff. ¶¶ 32–34.)

68. However, Maven concedes that, ultimately, "Daniels failed to obtain" the information he allegedly sought through his text messages. (Pl.'s Reply Br. Supp. PI Mot., at 13, ECF No. 23.)

69. The Court finds that the evidence and arguments offered by Maven are insufficient to show a likelihood of success on its theory that Defendants misappropriated Maven's proprietary information.

70. Next, Maven contends that Daniels and Couch diverted customers from Maven to Square One and that these acts began while the two of them were still employed by Maven. (Pl.'s Br. Supp., at 17–18.)

71. However, Daniels, Couch, and management employees at Square One have provided affidavit testimony rebutting this assertion.

72. Daniels testified in his affidavit that

At no point prior to my employment with Square One, and at no point during my employment with Square One, has anyone on behalf of Square One, directed or encouraged me to contact any customers or leads of Maven with whom I formed personal relationships or did business through or during my employment with Maven to solicit their business or to encourage them to move any of their business from Maven to Square One.

...

At no point during my employment with Square One have I used any “customer list,” customer information, or other confidential information obtained from Maven to solicit, identify, or contact any customers or potential customers on behalf of Square One. As noted, I have no such information in my possession or control, and to my knowledge, no such compilation of information even exists.

Moreover, at no point during my employment with Square One have I solicited or initiated any contact with any customers or potential customers with whom I had personal contact or with whom I did business during my employment with Maven. In fact[,] with three exceptions, every single one of the customers I have generated during my employment with Square One is a new customer who was not previously known to me at Maven.

(Daniels Aff. ¶¶ 25, 27–28.)

73. Additionally, Couch testified in his affidavit as follows:

At no point during my employment with Square One have I used any “customer list,” customer information, or other confidential information obtained from Maven to solicit, identify, or contact any customers or potential customers on behalf of Square One. As noted, I have no such information in my possession or control, and to my knowledge, no such compilation of information even exists.

Moreover, at no point during my employment with Square One have I solicited or initiated any contact with any customers or potential customers with whom I had personal contact or with whom I did business during my employment with Maven. In fact, with two exceptions, every single one of the customers I have generated during my employment with Square One is a new customer who was not previously known to me at Maven.

(Couch Aff. ¶¶ 35–36.)

74. In addition, David Hasty—Square One’s manager and Chief Executive Officer—states the following in his affidavit:

To the best of my knowledge and information Mr. Couch and Mr. Daniels did not at any point prior to or during their employment with Square One contact any customers of Maven with whom they formed personal relationships or did business through or during their employment with Maven to solicit their business or to encourage them to move any of their business from Maven to Square One.

(Hasty Aff. ¶13.) Hasty further testifies that a spreadsheet containing information extracted from Square One’s internal customer and sales tracking software shows that “all customers and sales which Mr. Couch and Mr. Daniels generated or in which they have been involved date back to October 2024 when they commenced their employment with Square One[,]” with the exception of a few customers generated by Wilson (Square One’s Project Manager) prior to their employment at Square One.

(Hasty Aff. ¶¶ 14–15.)

75. Moreover, Wilson testifies that

[a]t no point in time, either during or after Mr. Daniels’ employment with Maven, have I ever facilitated, encouraged, or directed Mr. Daniels to take any actions or otherwise engaged, assisted, participated, or been involved in any actions to divert Maven customers to Square One, as described in Paragraphs 7-11 of Mr. Edwards’ Affidavit. Any statement that I ever have undertaken any such actions, or any remotely close or similar actions, is entirely untrue.

...

Neither I, nor to the very best of my knowledge any other person on behalf of Square One, at any point in time have facilitated, encouraged, or directed any actions or engaged, assisted, participated, or been involved in any actions to divert Maven customers to Square One, as described in Paragraphs 7-11 of Mr. Edwards’ Affidavit, or any remotely close or similar actions.

At no point in time have I, or to the very best of my knowledge has any other person on behalf of Square One, paid or offered to pay Mr. Daniels or any other person any money in exchange or consideration for any actions to divert Maven customers to Square One or another roofing company, as described in Paragraphs 7-11 of Mr. Edwards' Affidavit, or any remotely close or similar actions.

(Wilson Aff. ¶¶ 11, 13–14, ECF No. 30.3.)

76. Furthermore, although Maven alleges that approximately one hundred customers left Maven for Square One, Maven's briefs and affidavits only mention five specific customers. Although Maven has failed to offer affidavits from *any* of those customers, Defendants have submitted affidavits from all (or virtually all) of them. Each of those affidavits describes the customer's interactions with Daniels and Couch and explains why the customer chose to follow them to Square One—rejecting the theory that any deception or other unlawful conduct was involved. (*See* Miller Aff. ¶¶ 4–7; Richard Barnard Aff. ¶¶ 4–8, ECF No. 19.6; Hanks Aff. ¶¶ 3–8; Murray Aff. ¶¶ 3–13; Stackhouse Aff. ¶¶ 3–6.)

77. Defendants have also offered evidence rebutting Maven's argument that the Google reviews purportedly posted during or after September 2024 suggest that Couch and Daniels had already started diverting business to Square One while still working for Maven.

78. As noted above, Daniels and Couch both testified that the Google reviews at issue were authored by their friends and relatives at their own request to assist them in their transitions to Square One. (Daniels Aff. ¶ 43; Couch Aff. ¶ 46.)

79. Finally, although Maven relies heavily on the above-described affidavits of Edwards and Uribe, the Court does not find those affidavits to be credible.

80. With regard to Edwards' affidavit, Edwards purports to relate hearsay information about statements allegedly made by McCarthy, but those statements are directly rebutted by the affidavit of McCarthy himself. (*See McCarthy Aff.* ¶¶ 4–8.)

81. For purposes of this Motion, the Court chooses to credit McCarthy's testimony based on his own personal knowledge over second-hand statements that appear to be inadmissible hearsay.

82. With respect to the statements contained in Uribe's affidavit—namely, those regarding the operation of a “fake Maven call center” by Defendants—the Court finds such allegations to be not only inconsistent with the affidavits submitted by Defendants but also implausible. As Defendants note in their response brief, “[h]ad [they] wanted to divert customers from Maven to Square One, they could have done it by methods far easier and at far less risk.” (Defs.' Sur-Reply Op. Pl.'s PI Mot., at 3, ECF No. 30.) Indeed, such a result could have been accomplished more simply and efficiently by having Couch or Daniels provide to Square One pricing estimates given by Maven to specific customers and then having Square One employees offer the customer a lower price for the same service.

83. Once again, the Court wishes to emphasize that the findings and credibility determinations contained herein will be inapplicable to all further proceedings in this action. Maven has raised a number of issues that will surely be addressed at length during discovery and may ultimately require resolution by a jury.

84. However, at the present stage, the Court is simply unable to conclude that Maven has met its high burden of showing entitlement to the extraordinary remedy of a preliminary injunction based upon the evidence contained in the limited record currently before the Court. *See, e.g., Cnty. of Catawba v. Frye Reg'l Med. Ctr., Inc.*, 2015 NCBC LEXIS 168, at *8 (N.C. Super. Ct. June 23, 2015) (“[T]he Court concludes that [p]laintiff, as the party with the burden to demonstrate specific facts supporting its request for [a] preliminary injunction, has failed to demonstrate a likelihood of success on the merits of its remaining claim. As a result, [p]laintiff’s [m]otion must be denied.”).

CONCLUSION

THEREFORE, Maven’s PI Motion is **DENIED**. The temporary restraining order previously entered in this matter is hereby **DISSOLVED**.

SO ORDERED, this the 10th day of February, 2025.

/s/ Mark A. Davis
Mark A. Davis
Special Superior Court Judge
for Complex Business Cases