

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

THE MASONIC AND EASTERN STAR HOME :
OF THE DISTRICT OF COLUMBIA :
CHARITIES, INC. :
8403 Colesville Road :
Suite 640 :
Silver Spring, MD 20910 :

Plaintiff, :

v. :

Case No.: C-15-CV-23-004806

GEORGE E. PEREZ :
4507 Neptune Drive :
Alexandria, VA 22309 :

and :

ROBERT H. STARR :
5400 Amberwood Lane :
Rockville, MD 20853 :

and :

SYLVANUS J. A. NEWSTEAD :
217 Ashley Avenue :
Rockville, MD 20850, :

Defendants. :

COMPLAINT FOR EQUITABLE AND LEGAL RELIEF

Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. (“MESH”), by and through its attorneys, Alexia Kent McClure, Eduardo S. Garcia, and Stein Sperling Bennett De Jong Driscoll PC, hereby sues and demands judgment, equitable and legal relief, against George E. Perez, Robert H. Starr, and Sylvanus J. A. Newstead (collectively, “Defendants”), stating as follows:

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

ATTORNEYS AT LAW
1101 WOOTTON PARKWAY,
SUITE 700
ROCKVILLE, MARYLAND 20852

INTRODUCTION

1. MESH is a charity established by an Act of Congress in 1902.
2. MESH is organized as a non-profit corporation, maintained pursuant to Internal Revenue Code § 501(c)(3).
3. For over a century, MESH's mission has focused on providing for the welfare and care of the needy.
4. MESH has established and developed, and continues to establish and develop, a valuable and extensive trade and reputation in its great, longstanding service as a private charity. MESH has done so as a product of its work, expenditure of money and investment of time.
5. The goodwill, and brothers/sisters relations, in particular among other relations, developed and maintained by MESH over the course of > 120 years are of a unique, special and extraordinary character.
6. In furtherance of its mission and purpose, MESH imparts to certain persons directly associated with MESH, such as its Board of Directors, officers, constituents of its assembly of representatives ("assembly")¹, and employees, confidential, secret information and knowledge about its business policies, internal structure, trade secrets, procedures, financial information, information about persons seeking and obtaining aid, and other matter kept confidential or secret by MESH ("Protected Matter" or "Confidential or Proprietary Information").
7. MESH necessarily takes reasonable measures to maintain its Protected Matter, including, for example, implementation of non-disclosure agreements addressing duties and responsibilities associated with such Protected Matter with persons directly associated with MESH.

¹ Akin to stockholders in a stock corporation.

The non-disclosure agreements typically are reaffirmed with the passage of time, historically as often as annually.

8. The three Defendants are prominent among those who did not intend to honor his respective non-disclosure agreement, and/or after undertaking the contractual duties and responsibilities later sought to further his own interest and/or the interests of others with whom each had a relationship.

9. Each of the three Defendants disclosed Protected Matter without express or implied consent or permission of MESH, without legal excuse or justification, and in breach and derogation of his duties and responsibilities to MESH. Facts learned in and about the preceding year, including but not limited to in deposition of each as non-parties, reveal that each of the three Defendants breached his non-disclosure agreement with MESH, apparently knowingly and deliberately, and for an improper motive.

10. As a natural and foreseeable consequence of making prohibited disclosures, such as discovered in part to date (despite active efforts to conceal discovery) and generally described herein, each of the three Defendants face allocation of the risk set forth in his respective non-disclosure agreement with MESH.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 1-501 (2020 Repl. Vol.).

12. This Court has personal jurisdiction over Defendant George E. Perez (“Defendant Perez”) pursuant to his written consent to personal jurisdiction in Courts situated in Montgomery County, Maryland as to any legal action arising under his subject Confidentiality and Non-Disclosure Agreement dated January 28, 2023.

13. This Court has personal jurisdiction over Defendants Robert H. Starr (“Defendant Starr”) and Sylvanus J.A. Newstead (“Defendant Newstead”) pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-102 (2020 Repl. Vol.).

14. This Court has venue in this matter pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-201 (2020 Repl. Vol.).

PARTIES

15. MESH is a private, non-profit, charitable corporation, maintained pursuant to Internal Revenue Code § 501(c)(3). For the vast majority of the past two decades, MESH has maintained its principal place of business in Montgomery County, Maryland.

16. Defendant Perez is an adult individual who resides in the Commonwealth of Virginia. At certain pertinent times, Defendant Perez has been a member of the Board of Directors of MESH, with his current term ending in January of 2024.

17. Defendant Starr is an adult individual who resides in Montgomery County, Maryland. At certain pertinent times, Defendant Starr has been a constituent of the assembly.² Defendant Starr uses an alias of “Reuben Hershel.”

18. Defendant Newstead is an adult individual who resides in Montgomery County, Maryland. At certain pertinent times, Defendant Newstead has been a member of the MESH Board of Directors.

19. Defendant Perez and Defendant Newstead have assisted and combined with each other in furtherance of their unlawful and otherwise improper actions, such as breaches of the non-disclosure agreements specifically at issue in this Complaint.

² At 2022 year-end, the Board of Directors of MESH passed a resolution deactivating the status/claimed status of, in pertinent part, Defendant Starr, as a constituent of the assembly.

20. The three Defendants willfully assisted, as well as each and all allowing himself actively to be used, by unauthorized persons, such as, Akram Elias, Daniel Huertas, and Annas Kamara, in seeking to undermine MESH.

PERTINENT FACTS

MESH

21. At the outset of MESH in 1902, founders from Grand Chapter, Order of the Eastern Star (“OES”) were looking for a way to help care for their aged or infirm members and members’ orphans, and petitioned Congress for a charter.

22. MESH’s purposes include, in pertinent part, as follows:

To assist the homeless, the sick, the needy and/or the infirm, including the members of the District of Columbia Masonic and Eastern Star organizations and legal dependent family in need, by providing financial aid and other support. This includes, but not limited to: housing, health care, long term care, at home services, medical, nursing, appropriate residential and nursing care at appropriate facilities, physical and mental health care services, civic, recreational, social and cultural activities, and other services ancillary thereto, to the extent that MESH is able to so provide and under such terms and conditions as the Board of Directors of MESH deems appropriate under the circumstances; and

To distribute property and extend financial aid and support through grants, gifts, contributions, or other assistance to qualified Section 501(c)(3) organizations and other appropriate donees for charitable purposes and engage in other purposes and activities as permitted by Section 501(c)(3) of the Internal Revenue Code and the Treasury Regulations thereunder[.]

23. Pursuant to MESH’s Bylaws, specifically Article V, Section 5.1 titled, “MANAGEMENT,” “The business and affairs of MESH shall be managed, directed, and controlled by the Board of Directors which shall be the governing body of MESH.”

24. MESH’s assembly comprises about 70 constituent seats. The primary purpose of each assembly constituent is as a liaison with various chapters and lodges to identify and facilitate aid or care to persons in need.

NON-DISCLOSURE POLICY

25. MESH has a longstanding Non-Disclosure Policy addressing, in pertinent part, confidentiality of information that MESH considers to be of a confidential or sensitive nature. At pertinent times, versions of MESH’s NDAs have required, in substantive pertinent part, MESH’s directors, officers and assembly constituents to keep secret MESH’s Confidential or Proprietary Information, and otherwise to promote and protect the interests of MESH. Also, pursuant to MESH’s NDAs, identity of applicants, and other documentation, including but not limited to containing any information that relates to HIPAA, records and material in any form that in any way incorporate, embody, or reflect any confidential information or that relates to MESH’s activities belong exclusively to MESH. This includes, for example, information relating to the health and financial information of persons served and otherwise in any form pertaining to MESH.

26. As part of the longstanding practice and policy of safeguarding Protected Matter, and respecting privacy rights of, for example, those requesting and receiving aid or care, at MESH annual meetings in particular, part of in person check-in historically has included reaffirmation of the Non-Disclosure Policy and practice.

Non-Disclosure Agreements

27. At all pertinent times, each of the three Defendants has been bound by a Non-Disclosure Agreement (“NDA”) with MESH. Defendant Perez most recently signed his NDA with MESH on or about January 28, 2023.³ Previously, Defendant Perez signed an NDA with MESH, including on or about January 27, 2017.⁴

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³ A copy of Defendant Perez’s most recently signed NDA with MESH is attached hereto as Exhibit 1(a) and adopted herein.

⁴ A copy of Defendant Perez’s preceding NDA with MESH executed on or about January 27, 2017 is attached hereto as Exhibit 1(b) and adopted herein.

28. Defendant Starr most recently signed his NDA with MESH on or about January 19, 2022.⁵

29. Defendant Newstead most recently signed his NDA with MESH on or about January 28, 2023.⁶ Previously, Defendant Newstead signed NDAs with MESH, including on or about December 22, 2021 and February 28, 2022.⁷

30. The most recent respective NDAs of Defendant Perez and Defendant Newstead with MESH, entered into on or about January 28, 2023, provide, in pertinent part, that:

. . . MESH may impart to Receiving Party confidential and secretive information and knowledge about the business policies, internal structure, trade secrets, members, procedures, techniques, financial information, protected health information and methods of MESH's business, and other confidential information. It is further acknowledged that the disclosure of the same would cause MESH to suffer substantial, immediate and irreparable harm; and

. . . it is acknowledged by the Parties that MESH has established and developed, and continues to establish and develop, a valuable and extensive trade and reputation at a considerable expense to MESH. Receiving Party acknowledges that the goodwill and member and brother/sister relations developed and maintained by MESH are of a unique, special and extraordinary character; and

. . . it is acknowledged that any person who signs this Agreement is not entitled to Confidential or Proprietary Information (as defined below); and such Confidential and Proprietary Information is provided to Receiving Party on a need-to-know basis as determined by the Board of Directors of MESH in its sole discretion.⁸

31. The most recent respective NDAs of Defendant Perez and Defendant Newstead with MESH define "Confidential or Proprietary Information" as follows:

⁵ A copy of Defendant Starr's most recently signed NDA with MESH is attached hereto as Exhibit 2 and adopted herein. Preceding, Defendant Starr had signed a number of NDAs with MESH over the course of his status as a constituent of the assembly.

⁶ A copy of Defendant Newstead's most recently signed NDA with MESH is attached hereto as Exhibit 3(a) and adopted herein.

⁷ A copy of Defendant Newstead's preceding NDAs with MESH executed December 28, 2021 and February 28, 2022 collectively are attached hereto as Exhibit 3(b) and adopted herein.

⁸ Exhibits 1(a) and 3(a) at p. 1.

any and all information not in the public domain, in any form, possessed by, used by, under the control of, emanating from or otherwise relating to MESH, including, but not limited to, Documents, trade secrets, technical information, designs, drawings, processes, systems, procedures, formulae, test data, know-how, improvements, price lists, financial data, medical reports, code books, invoices, other financial statements, business plans, strategies, forecasts, computer programs, disks, printouts, plans (engineering and otherwise), member lists, prospective member or applicant lists, identity of donors, applicants, and/or recipients associated with aid or relief requests, marketing information, care coordination procedures and standards, care coordination software, personal information, protected health information, telephone numbers, names, addresses or any other compilation of information, written or unwritten, which is used in the business of MESH.⁹

32. Pursuant to the most recent respective NDAs of Defendant Perez and Defendant Newstead with MESH, Defendant Perez and Defendant Newstead each agreed, *inter alia*, in pertinent part,

. . . [he] shall keep confidential all Confidential or Proprietary Information and shall not disclose, use, transmit, reverse engineer, except in the instances of Receiving Party performing duties on behalf of MESH, any portion of the Confidential or Proprietary Information in any manner whatsoever; provided, however, that (a) the Receiving Party may disclose Confidential Information or Proprietary Information pursuant to prior written consent of MESH only to the extent of such consent; (b) the Receiving Party may disclose Confidential or Proprietary Information to attorneys, accountants and investment advisors on a ‘need to know’ basis provided they are advised of and agree to this Agreement; and (c) the Receiving Party may make any disclosure required by law, regulation or legal process provided the Receiving Party provides to MESH reasonable advance written notice of an intent to disclose hereunder.¹⁰

33. Pursuant to the respective NDAs of Defendant Perez and Defendant Newstead with MESH, Defendant Perez and Defendant Newstead each agreed, *inter alia*, in pertinent part, “to indemnify and hold harmless MESH [] from any and all loss, damage, expense or cost (including attorneys’ fees and disbursements attendant thereto) arising out of *or in any way connected with breach of th[e]* Agreement. Here, this includes, for example, the extent to which these three

⁹ Exhibits 1(a) and 3(a) at ¶ 1.a.

¹⁰ Exhibits 1(a) and 3(a) at ¶ 2.a (emphasis added).

Defendants have fueled unauthorized persons such as, without limitation, the three identified above. MESH shall, in addition to any other rights and remedies available [], at law or otherwise, be entitled to an injunction to be issued by the Circuit Court for Montgomery County, Maryland restraining [each] from committing any violation of th[e] Agreement, and [each] [] consents to the issuance of such an injunction without the need of posting bond or showing of actual damages.”¹¹

34. The respective NDAs of Defendant Perez and Defendant Newstead with MESH, further provide, *inter alia*, in pertinent part, “[i]n the event of any legal action, MESH shall be entitled to an award of its costs and expenses (including but not limited to attorneys’ fees) associated with enforcing this Agreement.”¹²

35. The most recent NDA of Defendant Starr with MESH, executed on or about January 19, 2022, provides, in pertinent part, as follows:

I acknowledge and agree that MESH gives its Directors, Officers, and Representatives access to valuable confidential and proprietary information. Directors, Officers, and Representatives of MESH are given opportunities to develop such confidential information. The information that the Directors, Officers, and Representatives receive and develop is important to MESH and its future. *MESH expects its Directors, Officers, and Representatives to keep secret its confidential and proprietary information, and to otherwise promote and protect the interests of MESH.* In addition, the Directors, Officers, and Representatives of MESH have access to information that may come under the purview of HIPAA regulations requiring that health care information be kept confidential and private, and the disclosure of which could result in civil and criminal penalties to the individual Director, Officer, Representative, and to MESH. I agree that because of the confidential nature of the information that I may acquire as a Director, Officer, or Representative of MESH, the obligations and restrictions in Policy V are reasonable and necessary to protect MESH and are designed to prevent unfair competition and unlawful disclosures. I agree to the obligations and restrictions.¹³

36. “Policy V” states, in pertinent part, as follows:

¹¹ Exhibits 1(a) and 3(a) at ¶ 3 (emphasis added).

¹² Exhibits 1(a) and 3(a) at ¶ 5.

¹³ Exhibit 2 at p. 1 (emphasis added).

All Representatives, Officers and Directors are responsible for safeguarding and keeping confidential any information that MESH considers to be a confidential or sensitive nature. Such information includes, but is not limited to, all information of a commercial or technical nature, including information relating to the health and financial information of members served by MESH, in any form relating to MESH, its agents and affiliates, or any of its members, or any of its . . . employees, caregivers, agents, independent contractors, including without limitation all documents relating to the development of the concept of MESH Life Care at Home, the business of MLCAH, health care, marketing, financial, pricing, cost, sales, member, technical, employee and supplier information, information about operating methods, future marketing, business and strategic plans, individual and aggregate service utilization, care coordination standards, care coordination software, list of members, prospective member or applicants, which is not known to the general public. In addition, list of members, prospective members or applicants, reports, notes, memoranda, tapes, computer disc, plans, procedure manuals and other documentation, records and material in any form that in any way incorporate, embody or reflect any confidential information or that relate to MESH activities will belong exclusively to MESH, or any information that relates to HIPAA.

*MESH Representatives, Officers and Directors may not use confidential information for their own personal benefit or the benefit of persons or entities outside MESH and must exercise caution and discretion with respect to the actions and finding of Committees, Board of Directors, and Assembly meetings. At no time shall confidential data of any sort be removed from MESH's premises unless specifically approved, in writing, by the Chairman of the Board, Executive Director or Vice President acting for the Executive Director.*¹⁴

37. On or about March 11, 2022, MESH sent NDA reminder notification letters to each of the three Defendants, among others, stating, in pertinent part, as follows:

In connection with the Non-Disclosure Policy, MESH requires that all Representatives, among others, execute a Non-Disclosure Statement, setting forth each individual's obligations under the Non-Disclosure Policy. We are bound by the obligations contained therein. The Non-Disclosure Statement provides, among other things, that:

- We received, reviewed, understand, and agree to comply with the Non-Disclosure Policy.
- We agree to maintain the confidentiality of information that MESH considers to be confidential or sensitive in nature.

¹⁴ A copy of Policy V is attached hereto as Exhibit 4 and adopted herein (emphasis added).

- We agree not to use such information for your own personal benefit or the benefit any person or entity other than MESH.
- We agree that such information shall not be removed from MESH premises, unless specifically approved in writing by the Chair of the Board, Executive Director, or another individual authorized to act for the Chair of the Board or Executive Director.

Each of us has a legal obligation to maintain such information of MESH in strict confidence. We may not use or disclose such information to any other person or entity. If you breach any of your obligations under, in pertinent part here, the Non-Disclosure Statement, MESH may enforce its legal rights thereunder, including without limitation, seeking equitable and/or legal damages, as applicable.

38. In connection with the MESH Annual Meeting on January 28, 2023, as customary over decades, certain persons directly associated with MESH, such as its Board of Directors, officers, and constituents of its assembly, and employees, were presented with an updated NDA to apply to him/her going forward in his/her particular capacity with MESH for the upcoming year. The most recent form of NDA, by its express terms, supersedes any agreement, oral or written, relating to the subject matter thereof, and further provides, in pertinent part, that it “shall in all respects be governed, construed and enforced in accordance with the laws of the State of Maryland, and the Parties consent to the jurisdiction of, and agree that any legal action arising under th[e] Agreement shall be instituted exclusively within the Courts situated in Montgomery County, Maryland.”

COUNT I
Breach of Contract—Non-Disclosure Agreement
(Defendant Perez)

39. MESH adopts herein by reference the allegations of ¶¶ 1 through 38 above, and as applicable, pertinent paragraphs below, as if fully set forth herein.

40. On or about January 28, 2023, Defendant Perez entered into, in pertinent part here, a Confidentiality and Non-Disclosure Agreement with MESH, identified as Exhibit 1(a) hereto. Previously, on or about January 27, 2017, Defendant Perez entered into, in pertinent part here, a Non-Disclosure Agreement (titled, “Non-Disclosure Statement”) with MESH.¹⁵

41. Defendant Perez’s NDA, in prior and current form, is a valid contract.

42. Through Defendant Perez’s NDA, Defendant Perez contractually has been obligated, as set forth in Exhibits 1(a) and (b), during and as applicable, following his relationship with MESH.

43. Through Defendant Perez’s NDA, Defendant Perez contractually has been prohibited from taking certain actions, during and as applicable, following his relationship with MESH.

44. Defendant Perez materially breached his NDA by divulging Protected Matter to persons not authorized to receive same.

45. In and about Fall 2022 – Fall/Winter 2022-2023, MESH first discovered in initial part that Defendant Perez had breached his NDA, apparently dating back to in or about Fall 2021.

46. On June 27, 2023, Defendant Perez under oath and without regret confirmed in whole or part, in pertinent part here, a number of such breaches of his NDA.

¹⁵ Collectively referred to as “Defendant Perez’s NDA” or “NDA” in this Count I.

47. Relevant here, Defendant Perez actively has spoliated pertinent evidence and related material with actual knowledge of his duty to preserve.

48. Defendant Perez's material NDA breaches, that MESH first learned in part in and about Fall 2022 – Fall/Winter 2022-2023 started with Defendant Perez in or about Fall 2021 divulging to one or more unauthorized persons, including as one such person, and without limitation, Akram Elias, MESH's corporate operating procedures, internal operating information, and/or other Protected Matter kept confidential or secret by MESH. This has included details regarding MESH's Board, MESH officers, and constituents of MESH's assembly, and confidential, internal MESH policies and procedures.

49. MESH did not consent to or permit, expressly or impliedly, Defendant Perez divulging the Protected Matter he divulged in violation of his NDA with MESH.

50. Defendant Perez divulged MESH's Protected Matter knowingly and deliberately for an improper motive and without legal excuse or justification.

51. Over the course of months preceding this action, Defendant Perez directly and indirectly has provided pertinent false and misleading statements to one or more Courts, including the Circuit Court for Montgomery County, Maryland and Circuit Court for Fairfax County, Virginia, in filings and otherwise.

52. In connection with his NDA violations discovered to date, Defendant Perez used his Board member role with MESH to advance himself individually, as well as to advance others, such as, Akram Elias, and an unincorporated association for which Defendant Perez recently succeeded in his campaign for an officer position.

53. Defendant Perez’s unauthorized disclosures of Protected Matter (a) occurred outside the performance of Defendant Perez’s duties to MESH, (b) were not necessary, and (c) wholly were and have been adverse to MESH’s interests.

54. Defendant Perez’s material breaches of the NDA proximately caused harm and damages claimed herein.

WHEREFORE, Plaintiff respectfully requests (a) judgment in its favor and against Defendant Perez in a principal amount to be determined at trial that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, plus, as contractually provided, all attorneys’ fees and attendant disbursements arising out of or in any way connected with his breach of the NDA, expenses and costs of this action, and post-judgment interest; (b) entry of a preliminary injunction, followed by a permanent injunction, as may be applicable, prohibiting Defendant Perez from further committing any violation of the NDA; and (c) such other and further relief as this Honorable Court deems just and proper.

COUNT II
Breach of Contract—Non-Disclosure Agreement
(Defendant Starr)

55. MESH adopts herein by reference the allegations the allegations above, in most pertinent part ¶¶ 1 through 38, and as applicable, pertinent paragraphs below, as if fully set forth herein.

56. On or about January 19, 2022, Defendant Starr entered into, in pertinent part here, a Non-Disclosure Agreement (titled, “Non-Disclosure Statement”) with MESH.

57. Defendant Starr’s NDA is a valid contract.

58. Through Defendant Starr’s NDA, Defendant Starr contractually has been obligated, as set forth in Exhibit 2, during and as applicable, following his relationship with MESH.

59. Through Defendant Starr's NDA, Defendant Starr contractually has been prohibited from taking certain actions, during and as applicable, following his relationship with MESH.

60. Defendant Starr materially breached his NDA by divulging Protected Matter to persons not authorized to receive same.

61. MESH first discovered in initial part that Defendant Starr had breached his NDA in and about Fall 2022 – Fall/Winter 2022-2023.

62. On May 2, 2023, Defendant Starr under oath and without regret confirmed in whole or part, in pertinent part here, a number of such breaches of his NDA.

63. Defendant Starr's material NDA breaches, that MESH first learned in part in and about Fall 2022 – Fall/Winter 2022-2023 started with Defendant Starr disclosing to one or more unauthorized persons, including as one such person, and without limitation, Daniel Huertas, MESH's corporate operating procedures, internal operating information, and/or other Protected Matter kept confidential or secret by MESH. This has included details regarding MESH's internal procedures, banking relationships, financial assets and other not publicly available financial information of MESH (including but not limited to expenses, salaries, present and historical), audit information, budgets/budget reports.

64. MESH did not consent to or permit, expressly or impliedly, Defendant Starr divulging the Protected Matter he divulged in violation of his NDA with MESH.

65. Defendant Starr divulged MESH's Protected Matter knowingly and deliberately for an improper motive and without legal excuse or justification.

66. With actual knowledge that his actions were in violation of the NDA and/or otherwise unlawful, Defendant Starr gave instructions to the non-authorized person(s) to whom

Defendant Starr divulged the otherwise protected information with admonition, such as, “keep this confidential and destroy after reading.”

67. In connection with his NDA violations discovered to date, Defendant Starr used his constituent of assembly role with MESH to advance himself individually, as well as to advance others, such as, Daniel Huertas.

68. Defendant Starr’s unauthorized disclosures of Protected Matter (a) occurred outside the performance of Defendant Starr’s duties to MESH, (b) were not necessary, and (c) wholly were and have been adverse to MESH’s interests.

69. Defendant Starr’s material breaches of contract proximately caused the harm and damages claimed herein.

WHEREFORE, Plaintiff respectfully requests (a) judgment in its favor and against Defendant Starr in a principal amount to be determined at trial that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, plus, as contractually provided, all attorneys’ fees and attendant disbursements arising out of or in any way connected with his breach of the NDA, expenses and costs of this action, and post-judgment interest; (b) entry of a preliminary injunction, followed by a permanent injunction, as may be applicable, prohibiting Defendant Starr from further committing any violation of the NDA; and (c) such other and further relief as this Honorable Court deems just and proper.

COUNT III

Misappropriation of Trade Secrets/Violation of Maryland Uniform Trade Secrets Act
(Defendant Starr)

70. MESH adopts herein by reference the allegations the allegations above, in most pertinent part ¶¶ 1 through 38 and 55 through 69, and as applicable, pertinent paragraphs below, as if fully set forth herein.

71. MESH has been a private corporation since its creation by Act of Congress in 1902.

72. As set forth above, MESH has certain Protected Matter, proprietary confidential information, processes and methods, as defined in MESH's non-disclosure agreements.

73. MESH has gone to great lengths to guard its Protected Matter, confidential information, proprietary information, processes and methods, as a charity of more than 120 years. MESH diligently has protected and taken reasonable steps to maintain the secrecy of its proprietary confidential information, processes and methods, including, as detailed above, by consistent use for decades of non-disclosure agreements and the like to those directly associated with MESH provided access to same on a need-to-know basis only.

74. Absent unlawful misappropriation, it would be difficult for persons outside MESH to acquire MESH's Protected Matter, proprietary confidential information, processes and methods.

75. MESH considers its Protected Matter, proprietary confidential information, processes and methods to be its trade secrets.

76. MESH's trade secrets are highly valuable to it and constitute a primary driver of MESH's longstanding ability to provide exceptional aid and care for those it has served for more than 120 years.

77. MESH has dedicated vast resources over numerous decades in protection of its trade secrets that facilitate its capabilities to serve and fulfill its mission and purpose.

78. For about fifteen years, Defendant Starr was a constituent of the MESH assembly, specifically most recently from Naomi Chapter 3 of OES.

79. For a number of years while Defendant Starr was a constituent of the MESH assembly, he served on MESH's Investment Committee. Defendant Starr also served for years on

MESH's Bylaws Committee, including as Chair. As a result, Defendant Starr had greater access than most within MESH to MESH's proprietary confidential information.

80. On or about January 23, 2023, MESH provided a letter to Defendant Starr advising him of his deactivation as MESH representative based on the Board of Directors, acting in the best interests of MESH, at 2022 year-end having passed a resolution necessarily deactivating the status/claimed status of several persons, including Defendant Starr, as a representative.

81. On January 26, 2023, MESH provided a letter to Defendant Starr providing, in pertinent part, that he "immediately cease and desist directly or indirectly (such as assisting others) taking action in any part directed toward improperly interfering with and/or otherwise seeking to harm MESH."¹⁶

82. Due to actual and continuing objective real concern about Defendant Starr acting in derogation of MESH, on or about March 4, 2023, Defendant Starr as a non-party was served with a Subpoena and Notice of oral deposition *duces tecum* in the action of MESH v. Huertas, et al. pending in the Circuit Court for Montgomery County, Maryland.

83. On May 2, 2023, Defendant Starr testified, in pertinent substantive part, that he improperly gave blanket email access to all adverse party defendants in the MESH v. Huertas, et al. action. Defendant Starr did so primarily, if not wholly via those defendants' counsel. Defendant Starr also sought and received counsel for himself from the precise same counsel for those defendants. Defendant Starr testified he did so by providing login information to his email

¹⁶ That letter specifically provided, at footnote 1, "Including the set of individual Defendants in the case of MESH v. Huertas, et al. pending in the Circuit Court for Montgomery County, Maryland."

account(s) containing in material part Protected Matter to unauthorized persons, including those defendants by their counsel.¹⁷

84. Defendant Starr, who had been in a longstanding confidential relationship with MESH, and decidedly contrary to and frustrating his active NDA obligations, improperly disclosed to unauthorized person(s) who were known to be directly adverse and hostile to MESH, MESH's trade secrets, found within the body of and attachments to various of the MESH associated email.

85. Defendant Starr proceeded in this unlawful manner in knowing and reckless disregard of (i) MESH's rights, (ii) his NDA with MESH, (iii) MESH's written reminder of the importance of the NDA and compliance with it, (iv) deactivation as a representative due to his prior actions contrary to the letter and spirit of his agreements and role with MESH, and (v) a cease and desist letter served in furtherance of mitigating irreparable harm to MESH.

86. Defendant Starr proceeded in the unlawful, improper manner described herein without MESH's authorization, consent, legal excuse or justification, or any right or privilege to do so.

87. Defendant Starr's conversion and misappropriation of trade secrets, proximately caused the harm and damages claimed herein. Specifically, that has included, in addition to the damage described in part above, for example, destabilization of vital trust and confidence in the charity of 120 years; curtailed outreach between MESH and those in need of care and all-around support, who MESH by mission and purpose is dedicated to serve; and chilled essential relationships in the community, thus substantially interfering with MESH's ability to appear, present, and/or fundraise.

¹⁷ In the same time frame, Defendant Starr made counsel for defendants in the action of MESH v. Huertas, et al., his attorney-in-fact.

88. Unless Defendant Starr is restrained by this Court from continuing to misappropriate and/or use the trade secrets of MESH, MESH will suffer irreparable injury.

89. The benefits to MESH in obtaining injunctive relief outweigh the potential harm which Defendant Starr may assert if this Court grants the requested injunctive relief.

90. The public interest is best served by granting the requested injunction in favor of MESH and against, among others, Defendant Starr.

WHEREFORE, Plaintiff respectfully requests (a) judgment in its favor and against Defendant Starr in a principal amount to be determined at trial that exceeds Seventy-Five Thousand (\$75,000.00) Dollars for actual loss caused by Defendant Starr's misappropriation plus unjust enrichment caused by Defendant Starr's misappropriation that is not taken into account in computing actual loss, or damages caused by Defendant Starr's misappropriation measured by a reasonable royalty for Defendant Starr's unauthorized disclosure and/or use of the Protected Matter, all pursuant to MD. CODE ANN., COM. LAW § 11-1203; (b) statutory reasonable attorneys' fees pursuant to MD. CODE ANN., COM. LAW § 11-1204, expenses and costs of this action and post-judgment interest; (c) entry of a preliminary injunction, followed by a permanent injunction, as may be applicable, pursuant to MD. CODE ANN., COM. LAW § 11-1202; (d) exemplary damages pursuant to MD. CODE ANN., COM. LAW § 11-1203(d); and (e) such other and further relief as this Honorable Court deems just and proper.

COUNT IV
Breach of Contract—Non-Disclosure Agreement
(Defendant Newstead)

91. MESH adopts herein by reference the allegations above, in most pertinent part ¶¶ 1 through 38, and as applicable, pertinent paragraphs below, as if fully set forth herein.

92. On or about January 28, 2023, Defendant Newstead entered into, in pertinent part here, a Non-Disclosure Agreement (titled, “Non-Disclosure Statement”) with MESH.

93. Defendant Newstead’s NDA is a valid contract.

94. Through Defendant Newstead’s NDA, Defendant Newstead contractually has been obligated, during and as applicable, following his relationship with MESH.

95. Through Defendant Newstead’s NDA, Defendant Newstead contractually has been prohibited from taking certain actions, during and as applicable, following his relationship with MESH.

96. Defendant Newstead materially breached his NDA by divulging confidential or proprietary information considered by MESH to be of a confidential or sensitive nature, to persons not authorized to receive same.

97. MESH first discovered in initial part that Defendant Newstead had breached his NDA in and about Fall 2022 – Fall/Winter 2022-2023.

98. On April 6, 2023, 2023, Defendant Newstead under oath and without regret confirmed in whole or part, in pertinent part here, a number of such breaches of his NDA.

99. Defendant Newstead’s material NDA breaches, that MESH first learned in part in and about Fall 2022 – Fall/Winter 2022-2023 started with Defendant Newstead divulging to one or more unauthorized persons, including as one such person, and without limitations, Annas Kamara, MESH’s corporate operating procedures, internal operating information, and/or other Proprietary Matter kept confidential or secret by MESH. This also has included Proprietary Matter generally labeled as “intelligence.” This also has included, by way of example only, discovered to date Defendant Newstead sharing MESH Board information with non-Board members not authorized to receive such Proprietary Matter and without a need-to-know same.

100. In connection with his NDA violations discovered to date, Defendant Newstead used his Board member role with MESH to advance himself individually, as well as to advance others, such as, Annas Kamara.

101. Defendant Newstead's unauthorized disclosures of confidential or proprietary information considered by MESH to be of a confidential or sensitive nature (a) occurred outside the performance of Defendant Newstead's duties to MESH, (b) was not necessary, and (c) wholly was adverse to MESH's interests.

102. Defendant Newstead's material breaches of contract proximately caused the harm and damages claimed herein.

WHEREFORE, Plaintiff respectfully requests (a) judgment in its favor and against Defendant Newstead in a principal amount to be determined at trial that exceeds Seventy-Five Thousand (\$75,000.00) Dollars, plus, as contractually provided, all attorneys' fees and attendant disbursements arising out of or in any way connected with his breach of the NDA, expenses and costs of this action, and post-judgment interest; (b) entry of a preliminary injunction, followed by a permanent injunction, as may be applicable, prohibiting Defendant Newstead from further committing any violation of the NDA; and (c) such other and further relief as this Honorable Court deems just and proper.

Respectfully submitted,

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

By: */s/ Alexia Kent McClure*

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JURY DEMAND

MESH demands a trial by jury on all issues so triable in the above-captioned action.

/s/ Alexia Kent McClure

Alexia Kent McClure
Eduardo S. Garcia