

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

RESIDENTIAL WARRANTY SERVICES, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 15-1429
)	
HOMEOWNERS NETWORK, LLC, SCOTT FORDE,)	
PATRICK NORTON, KEVIN O’MALLEY, KEVIN)	
O’MALLEY DBA WARRANTY MANAGEMENT,)	
LLC, CORNERSTONE INSPECTION SERVICES,)	
INC., and RANDY SURETTE)	
)	
Defendants.)	

VERIFIED COMPLAINT FOR RELIEF

Plaintiff Residential Warranty Services, Inc. (“RWS”), by counsel, for its Verified Complaint for Relief, against Defendants, alleges and states the following:

INTRODUCTION

1. RWS is an internet and sales-based business that, over the last twenty years, has pioneered products and services that allow its members to identify recalls, receive real time recall reports, guarantee their work to customers through inclusive warranties and residential service contracts, and expand their businesses through personalized marketing, design, and management tutorials, classes, and services. RWS has compiled, maintained, and protected a database of proprietary information and services that are made available only to members.
2. To become a member, all individuals and/or companies must consent to an End User Agreement (“Membership Agreement”) that expressly prohibits the use of RWS’s accounts or information for anything other than their individual businesses. Members also agree to a mutual non-competition provision wherein Members are prohibited from creating or competing with RWS’s accounts and information for a period of two (2) years following their last use in return for RWS’s guarantee that it will not enter their field and compete with their individual companies for the same time frame. This mutually agreed upon limitation allows both parties to work together to build each of their separate businesses with the support of one another and, together, these provisions allow RWS to research, compile, and offer cutting-edge services without the fear of its proprietary information being utilized by another company or member in competition.
3. To become a member of RWS’s alarm leads program, all individuals and/or companies must consent to an Alarm Lead Program Agreement (“Alarm Lead Agreement”), which expressly lists all information related

to the Alarm Lead Agreement or program as confidential: “The existence of this Agreement or any Alarm Inspection, Incentive, or Program is confidential. Inspector will not divulge any such information to any third party except as required by law or as authorized by RWS in a prior written agreement. All such information shall be exclusive property of RWS”.

4. Defendant Randy Surette (“Surette”) was a member who signed a Membership Agreement with RWS on 03 January 2011 and an agreement to enter into another of RWS’s member only programs (the Alarm Lead Program) in April of 2011. Surette is the sole owner of Defendant Cornerstone Inspection Services, Inc. (“Cornerstone”). The Membership Agreement is attached hereto as Exhibit ‘A’. The Alarm Lead Program Agreement is attached hereto as Exhibit ‘B’
5. Surette and Cornerstone terminated both agreements with RWS in April of 2015 and now offer identical deals to the ones offered under his Agreements with RWS. Such products and services include both recall related products, alarm lead programs, and inspection guarantees.
6. Defendant Homeowners Network, LLC (“HON”) has described itself as wanting to “improve quality of homeownership through the development of tools and resources which save members time and money.” HON achieves this goal by working with home inspectors, exactly as RWS does, to improve their individual businesses, offering products and services to the home inspectors to, in turn, offer the products and services to their homeowner customers.
7. Under the leadership of its owners and board of directors, Patrick Norton (“Norton”), Scott Forde (“Forde”) and Kevin O’Malley (“O’Malley), since at least November 2014, HON has pushed into the home warranty and recall alert business, offering deals that mirror those used by RWS almost identically (Exhibit ‘C’) even though O’Malley was expressly put on notice in November 2014 by RWS that their products and services were deceitful and infringed on RWS proprietary information and O’Malley acknowledged receipt of the same in an “Open Letter about Nathan Thornberry. Posted at his request.” (Exhibit ‘D’).
8. Utilizing a relationship with Surette and Cornerstone, HON, Forde, Norton, and O’Malley have chosen not to devote the necessary time, resources, or efforts to compete legitimately with RWS and to develop their own research to identify and solicit warranties and recall programs to work with. Instead, HON, Forde, Norton, and O’Malley have chosen the shortcut of surreptitiously accessing and misappropriating RWS’s proprietary information through dozens (if not more) of RWS membership accounts fraudulently obtained or misused, one such example being Surette and Cornerstone’s, as detailed herein. HON, Norton, Forde, and O’Malley have, in turn, used that information to develop competing products and services (such as limited warranties and recall check monitoring services) as well as encouraging others, through their “HON leaders to encourage other RWS clientele to break their membership agreements with RWS and instead offer HON products and services, going so far as to advertise an upcoming lecture O’Malley will give at a home inspector conference that encourages home inspectors to break their RWS Membership Agreements

(Exhibit 'E'). O'Malley and Surette have also admitted their relationship to third parties, as evident to the email sent on 03 September 2015, inquiring as to exhibitors for future conferences, indicating the two of them have some partnership occurring to lecture, as referenced above, at home inspector conferences in an attempt to knowingly interfere with RWS's business and contractual relationships. (Exhibit 'E')

9. Moreover, and in clear violation of the RWS Membership Agreement, Surette has gone so far as to offer the same or substantially same offerings that he once received from RWS. The similarities to RWS products and services are too great to be ignored. Though other stolen products and services, along with more details, are offered later in this Verified Complaint, two examples are the Inspection Warranty and Recall Alert programs. The 'Cornerstone Inspection Warranty', provided to Surette and Cornerstone, (Exhibit 'F') and administered by, HON, is hailed as a "mechanical and structural warranty that covers those items found in good working condition by the inspector". This inspection warranty, coincidentally has the same language and a very similar name to RWS's "90 Day limited structural and mechanical warranty", with the condition "this contract covers only those items confirmed to be in good working condition at time of inspection", which Surette and Cornerstone have offered, through RWS, for years. Surette and Cornerstone then go farther to offer a "Cornerstone Recall Alert Program", provided and administered by HON, which offers recall checks on all appliances and is not only almost identical to RWS's 'RecallChek', which Surette and Cornerstone have utilized for years, but whose products, services, and logos, all of which are deceptively similar in description and name, have almost identical designs as well to long-standing RWS products and services. Other misappropriated RWS products and services include a sewer inspection Warranty (SewerGard, misappropriated as "Sewer Inspection Warranty"), a mold inspection Warranty (MoldSafe, misappropriated as "Mold Inspection Warranty"), and an Alarm Program among others (Exhibit 'I'). All of these programs, though prima facie offered by individual home inspection companies, are identical in design and terms and, upon information and belief, surreptitiously offered by (and administered by) HON, Forde, Norton, O'Malley, and likely O'Malley WM.
10. In January of 2015 O'Malley registered a website (inspectionwarranty.com) by which to administer and offer warranties, referred to above (Exhibit 'G'). This website registration was used to generate email addresses for O'Malley dba Warranty Management, LLC (O'Malley WM), a home warranty company purporting to offer and administer business out of multiple states (Exhibit 'H').
11. HON and O'Malley have gone so far as to offer incentives to third party individuals to attend RWS sponsored conferences, wherein RWS unveils their newest products and services, with the express instruction to report back to O'Malley and HON regarding RWS products and services. These incentives include HON memberships, hundreds of dollars in free HON services, among others to attend RWS sponsored conferences and/or communicate with RWS personnel and report back to O'Malley any new products or services offered by RWS and any proprietary data the third party individuals could gather.

12. RWS therefore seeks relief through this Court

PARTIES

13. RWS is an Indiana based corporation with its principle place of business located in Carmel, Indiana.
14. RWS was founded in 1988 to provide the public with residential home warranties and guarantees and its home inspector members with products and services to give them a competitive edge.
15. RWS created a database by which up-to-date, reliable recall information is accessed continuously with members receiving custom reports regarding their customers appliances.
16. RWS created a database by which up-to-date, reliable information on contractors, repair and labor pricing, and information related to warranties are used to administer its various warranties and guarantees, especially those guarantees on RWS Member inspections, which are only offered to RWS Members and limits their liabilities and protects their businesses by allowing them to offer free guarantees to their clients, guaranteeing their work.
17. RWS created a website that operates a forum on which its members and verified non-members may leave reviews about their first-hand experiences with RWS's products and services.
18. HON purports to offer its clients similar services and products as RWS, as well as administering them.
19. Upon information and belief, Defendant HON is a Delaware based corporation with its principle place of business located in Canton, Georgia.
20. Upon information and belief, Defendant O'Malley WM is a Georgia based limited liability corporation with its principle place of business in Canton, Georgia.
21. Upon information and belief, Defendant Norton is an individual employed by Defendant HON, holding the title of Director of Business Development, currently residing in Georgia.
22. Upon information and belief, Defendant Forde is an individual employed by Defendant HON, holding the title of Chief Privacy Officer, currently residing in Georgia.
23. Upon information and belief, Defendant O'Malley is an individual employed by Defendant HON, holding the title of Director of Membership, currently residing in Georgia.
24. Cornerstone is an Indiana based corporation with its principle place of business located in Carmel, Indiana.
25. Upon information and belief, Defendant Surette is an individual, currently residing in Indiana.

JURISDICTION

26. This Court has subject matter jurisdiction over the claims in this Complaint which arise under state statute and common law pursuant to 28 U.S.C. § 1338(b) and § 1367(a), due to the state law claims being so related to the claims in this action within the Court's jurisdiction that they form the same case or controversy under Article III of the United States Constitution.

27. This Court has jurisdiction over the Defendants pursuant to Federal Rule of Civil Procedure 4(k)(1)(a) and Indiana Trial Rule 4.4(A).
28. All Defendants purposely directed their activities towards residents of Indiana and otherwise purposefully availed themselves of the privileges of conducting activities within Indiana, thus invoking the benefits and protections of its laws.
29. A substantial part of the events or omissions giving rise to RWS's claim occurred within this judicial district with respect to this civil action.
30. The contacts of all Defendants within the state of Indiana confer jurisdiction in this Court.
31. Defendants Cornerstone and Surette consented to jurisdiction through both the RWS Membership Agreement (the "Membership Agreement"), a true and accurate copy of which is attached as Exhibit 'A' as well as through the RWS Alarm Lead Program Membership Agreement (the "Alarm Lead Agreement"), a true and accurate copy of which is attached as Exhibit 'B'.
32. All Defendants have engaged in tortious conduct which has harmed RWS, including harm that has occurred in Indiana.
33. Venue in this Court is proper pursuant to 28 U.S.C. § 1391.

BACKGROUND FACTS

A. RWS has spent decades and millions of dollars developing and protecting a resource for providing services to home inspectors.

34. RWS has compiled information since 1988 regarding recalls and warranty/guarantee structures and has shared that information with its members.
35. Over those decades, RWS has invested hundreds of thousands of dollars into (a) collecting recalls around the country, (b) protecting the integrity of its data by, for example, placing safeguards such as password protection, (c) compiling such reports and information into a user-friendly format, and (d) storing the data so reports are continuously generated so long as that customer's information is in the system.
36. Over those decades, RWS has also invested millions of dollars into its warranties and guarantees, (a) collecting contractor information from around the country; (b) amassing average prices for parts and labor, both mechanical and structural; (c) protecting the integrity of its data by placing safeguards such as password protection; (d) compiling such information into a user-friendly guarantee; (e) storing the data.
37. RWS further leveraged that immense database of information to offer deals and other transactions.

B. HON, Norton, Forde, O'Malley, and O'Malley WM, now competing with RWS, must rise to the challenge of developing its own customer resources.

38. HON, Norton, Forde, and O'Malley recently began competing with RWS by, among other things, offering clients the ability to check a database for recalls and generate reports. Their business, moreover, requires

more than simply identifying thousands of recalls. Their success is dependent on being able to generate up-to-date reports on those recalls and track customer's entries to ensure accuracy.

39. HON, Norton, Forde, and O'Malley recently began competing with RWS by, among other things, offering clients the ability to offer a warranties and guarantees to their own clientele in the form of limited mechanical and structural warranties, sewer guarantees, and mold guarantees. Their success is dependent on being able to offer the guarantees/warranties but also to administer them which, upon information and belief, is being done by O'Malley WM.
40. HON, Norton, Forde, and O'Malley recently began competing with RWS by, among other things, offering clients the ability to receive money in exchange for their own clientele's information, to allow alarm companies the opportunity to call these clientele.

C. Cornerstone and Surette breached RWS's Membership Agreement and RWS's Alarm Leads Program Agreement and stolen proprietary information for the benefit of HON, Norton, Forde, O'Malley, and O'Malley WM.

41. Surette and Cornerstone signed the Membership Agreement on 03 January 2011. The Membership Agreement expressly prohibits the use of RWS's accounts or information for anything other than their individual businesses. Surette and Cornerstone also agreed to a mutual non-competition provision wherein Members are prohibited from creating or competing with RWS's accounts and information for a period of two (2) years following their last use in return for RWS's guarantee that it will not enter their field and compete with their individual companies for the same time frame. This mutually agreed upon limitation allows both parties to work together to build each of their separate businesses with the support of one another and, together, these provisions allow RWS to research, compile, and offer cutting-edge services without the fear of its proprietary information being utilized by another company or member in competition.
42. Surette and Cornerstone signed the Alarm Lead Agreement in April of 2011 which expressly lists all information related to the Alarm Lead Agreement or program as confidential: "The existence of this Agreement or any Alarm Inspection, Incentive, or Program is confidential. Inspector will not divulge any such information to any third party except as required by law or as authorized by RWS in a prior written agreement. All such information shall be exclusive property of RWS" (Exhibit 'B').
43. Surette and Cornerstone broke both agreements soon after 24 April 2015 and began offering identical products, offered and administered, on information and belief, by HON, Forde, Norton, O'Malley, and O'Malley WM (<https://www.youtube.com/watch?v=EHICfsmCXeI>) shortly thereafter.
44. Upon information and belief, Surette and Cornerstone used their membership capabilities with RWS to steal or allow HON, Norton, Forde, O'Malley, and O'Malley WM to access or steal proprietary information, which were then integrated into their own guarantees, warranties, recall system, and alarm lead program.

45. Shortly after breaching his Membership Agreement with RWS, Surette and Cornerstone launched their own 90 Day Mechanical and Structural Warranty, offered by Cornerstone and provided and administered, through information and belief, by HON (<https://www.youtube.com/watch?v=iwNxA6Ie0N0>) advertised to cover Mechanical and Structural issues found to be in “good working condition after being inspected”. This wording is identical to the RWS 90 Day Mechanical and Structural Warranty Surette received from RWS during his membership with RWS (Exhibit ‘F’).

D. Through Surette and Cornerstone, HON, Norton, Forde, O’Malley, and O’Malley WM unlawfully and unfairly competed with RWS in the market place, used RWS’s own proprietary data that RWS had spent decades and millions of dollars developing.

46. RWS spent millions of dollars on marketing its products and services, including costs administrating
47. In addition to the significant financial investment, RWS has spent decades developing employee resources, skills, and positive reputation among its members and their customers, in order to create the valuable products and services to serve as a resource for its members.
48. One of RWS’s greatest assets is their proprietary database with regards to their warranties, guarantees, alarm leads program, and recall checks.
49. Upon information and belief, Defendants misappropriated this proprietary content in an effort to illegally enhance the volume and quality of service offerings and information available to their own customers, thereby extracting a financial benefit in unlawful competition with RWS. The Defendants’ actions specifically enabled them to quickly (albeit unlawfully) misappropriate RWS warranties/guarantees and offer them as their own, administer them based on information in RWS’s proprietary database, and identify which algorithms and information were necessary to quickly check recalls and produce on the spot reports, as well as the capability of producing a report for the appropriate appliance every time there was a change to its status. Therefore, the Defendants’ are unfairly competing with RWS by using RWS’s own confidential and proprietary information to short circuit the learning curve and development process and Defendants are improperly interfering with RWS’s goodwill with its members.
50. Thus, the Defendants are benefiting from RWS’s nearly one million annual marketing operation.

COUNT I. BREACH OF CONTRACT

(Surette and Cornerstone)

51. Paragraphs 1 – 50 are incorporated herein.
52. As a condition of joining RWS, Surette and Cornerstone entered into and agreed to be bound by the Membership Agreement applicable to RWS members.
53. Among the terms and restrictions reflected in the Membership Agreement, Surette and Cornerstone specifically agreed they would not (1) create, nor cause the creation of, any product or service offered by RWS – including RecallChek, RecallTrak, 90-Day Warranties, the Call Centre, or any other product or

service offerings of RWS, (2) offer a similar product to RecallChek for a period of at least two years following the expiration of this agreement. In return, RWS would not compete, directly or indirectly, with Surette or Cornerstone in the business of Real Estate Inspections.

54. Surette and Cornerstone specifically agreed that they pay “any and all fees associated with collection or litigation undertaken by RWS under this agreement” to remedy any violation of the Membership Agreement’s terms.
55. Surette and Cornerstone further specifically agreed and consented to the exclusive jurisdiction of the federal court for the Southern District of Indiana and that the Membership Agreement would be governed by the laws of the State of Indiana.
56. The Membership Agreement is a valid and enforceable agreement between RWS and Surette and Cornerstone.
57. As a condition of joining RWS’s Alarm Lead Program, Surette and Cornerstone entered into and agreed to be bound by the Alarm Lead Agreement applicable to RWS members.
58. Among the terms and restrictions reflected in the Membership Agreement, Surette and Cornerstone specifically agreed they understood and accepted that: “The existence of this Agreement or any Alarm Inspection, Incentive, or Program is confidential. Inspector will not divulge any such information to any third party except as required by law or as authorized by RWS in a prior written agreement. All such information shall be exclusive property of RWS”.
59. Surette and Cornerstone specifically agreed and consented to the exclusive jurisdiction of the state and federal courts located in Hamilton County, Indiana, and that the Alarm Lead Agreement would be governed by the laws of the State of Indiana.
60. The Alarm Lead Agreement is a valid and enforceable agreement between RWS and Surette and Cornerstone.
61. The conduct of Surette and Cornerstone, as set forth above, constitutes material breaches of the Membership Agreement and the Alarm Lead Agreement, for which they are liable.
62. RWS has sustained damages resulting from Surette and Cornerstone’s breaches and RWS is entitled to recover such damages and injunctive relief.
63. All conditions precedent to the prosecution of these claims have been performed, have been waived, or have otherwise been exposed.

COUNT II. VIOLATION TO INDIANA’S TRADE SECRET LAW

(All Defendants)

64. Paragraphs 1-63 are incorporated herein.
65. Surette and Cornerstone disclosed RWS proprietary information, gained by their membership status with RWS, to HON, Norton, Forde, O’Malley, and O’Malley WM.

66. HON, Norton, Forde, O'Malley, and O'Malley WM offered financial incentives to inspectors, Surette and Cornerstone included, to gather information on RWS products and services and report their findings.
67. HON, Norton, Forde, O'Malley, and O'Malley WM took RWS's proprietary information and formed nearly identical products and services, which they passed off as their own, to unsuspecting consumers.
68. HON, Norton, Forde, O'Malley, and O'Malley WM, fully aware of the unlawfulness of their actions, required all RWS Members they tortuously enticed to break contracts with RWS, as outlined above, required inspectors, Surette and Cornerstone included, to sign non-disclosure agreements in an attempt to hide their actions.
69. RWS has sustained damages resulting from the Defendants' actions and is entitled to relief including, but not limited to, unjust enrichment, punitive damages, and attorneys' fees.

COUNT III. VIOLATION TO ECONOMIC ESPIONAGE ACT OF 1995

(All Defendants)

70. Paragraphs 1 - 69 are incorporated herein.
71. Surette and Cornerstone were given access to member-only products and services by RWS.
72. Surette and Cornerstone gave information regarding RWS member-only products and services to HON, Norton, Forde, O'Malley, and O'Malley WM, knowing it would injure RWS.
73. On information and belief, HON, Norton, Forde, O'Malley, and O'Malley WM, knowing the information was obtained nefariously and taken without RWS's knowledge, accepted, received, and possessed the information.

COUNT IV. TORTIOUS INTERFERENCE WITH CONTRACT

(All Defendants)

74. Paragraphs 1 - 73 are incorporated herein.
75. Valid and enforceable contracts exist between RWS and Surette and Cornerstone, among others.
76. On information and belief, HON, Norton, Forde, O'Malley, and O'Malley WM knew of these contracts.
77. HON, Norton, Forde, O'Malley, and O'Malley WM had a strong financial interest in obtaining information compiled over the years by RWS and using that information to further the success of HON, Norton, Forde, and O'Malley and to enhance the services for its own customers.
78. On information and belief, HON, Norton, Forde, O'Malley, and O'Malley WM, through its officers, directors, and/or employees, intentionally induced Surette and Cornerstone, among others, to breach their contract with RWS. In doing so, HON, Norton, Forde, O'Malley, and O'Malley WM acted without legal justification.
79. RWS has sustained damages resulting from the Defendants' actions and is entitled to recover such damages, including compensatory damages and injunctive relief.

80. O'Malley and Surette have admitted their relationship to third parties and intentionally indicated their desire to lecture at upcoming conferences – these lectures, aimed to interfere with other standing contracts RWS has with customers,
81. O'Malley and Surette have also admitted their relationship to third parties, as evident to the email sent on 03 September 2015, inquiring as to exhibitors for future conferences, indicating the two of them have some active collusion occurring to lecture, as referenced above, at home inspector conferences in an attempt to knowingly interfere with RWS's business and contractual relationships.

COUNT V. TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP

(HON, Norton, Forde, O'Malley, O'Malley WM)

82. Paragraphs 1 - 81 are incorporated herein.
83. A valid and long-standing business relationship exist between RWS, Surette, and Cornerstone, among others.
84. On information and belief, HON, Norton, Forde, O'Malley, and O'Malley WM knew of this relationship.
85. HON, Norton, Forde, O'Malley, and O'Malley WM had a strong financial interest in exploiting and interfering with the business relationship between RWS, Surette, and Cornerstone and used that interference to further the success of HON, Norton, Forde, O'Malley, and O'Malley WM.
86. On information and belief, HON, Norton, Forde, O'Malley, and O'Malley WM through its officers, directors, and/or employees, intentionally induced Defendant Surette, among others, to end his business relationship with RWS. In doing so, HON, Norton, Forde, O'Malley, and O'Malley WM acted without legal justification.
87. O'Malley and Surette have also admitted their relationship to third parties, as evident to the email sent on 03 September 2015, inquiring as to exhibitors for future conferences, indicating the two of them have some active collusion occurring to lecture, as referenced above, at home inspector conferences in an attempt to knowingly interfere with RWS's business relationships with their standing customers.
88. RWS has sustained damages resulting from HON, Norton, Forde, O'Malley, and O'Malley WM's actions and is entitled to recover such damages, including compensatory damages and injunctive relief.

COUNT VI. UNFAIR COMPETITION

(HON, Norton, Forde, O'Malley, O'Malley WM)

89. Paragraphs 1 - 88 are incorporated herein.
90. The natural and probable consequence of HON, Norton, Forde, O'Malley, and O'Malley WM knowing and intentionally copying RWS's proprietary website content and misappropriating RWS information from its proprietary database and then using the information for their own website as their own is to deceive the public so as to pass off RWS's services as their own.

91. HON, Norton, Forde, O'Malley, and O'Malley WM's conduct in passing off RWS information as their own has unfairly interfered between RWS and its members and service providers.
92. RWS has sustained damages resulting from HON, Norton, Forde, O'Malley, and O'Malley WM conduct and is entitled to recover such damages, including the liquidated damages specified in the Membership Agreement and compensatory damages, as well as injunctive relief.
93. RWS is entitled to actual and exemplary damages for the harm caused by HON, Norton, Forde, O'Malley, and O'Malley WM's conduct.

COUNT VII. CIVIL CONSPIRACY

(All Defendants)

94. Paragraphs 1 - 94 are incorporated herein.
95. Defendants conspired individually, collectively, and in concert of action to accomplish unlawful purposes, including but not limited to the acts, omissions, and torts described in this Verified Complaint, and to accomplish lawful purposes by unlawful means, including but not limited to the acts, omissions, and torts described in this Verified Complaint.
96. Defendants had a meeting of the minds on the object or course of action, and at least one member of each conspiracy committed at least one unlawful, overt act to further the object or course of action
97. As a direct, proximate, foreseeable, and consequential result of Defendants' civil conspiracy, RWS has suffered, and continues to suffer, irreparable harm and is entitled to injunctive relief.
98. To the extent calculable, RWS has suffered substantial damages entitling it to actual and exemplary damages for the harm caused by Defendants' conduct.

WHEREFORE, RWS respectfully requests relief in this action that the Court:

- A. Enter an order requiring Defendants, their officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with Defendants, their officers, agents, servants, employees, or attorneys to return any and all copies of RWS's files and information they have accessed;
- B. Award RWS compensatory damages;
- C. Award RWS damages for unjust enrichment;
- D. Award RWS liquidated damages;
- E. Award RWS treble damages;
- F. Award RWS punitive damages;
- G. Award RWS its costs incurred in this action, including attorneys' fees; and
- H. Award RWS any further relief this Court deems just and proper.

VERIFICATION

I, Phillip Nathan Thornberry, President and CEO of Residential Warranty Services, do hereby affirm, under the penalties for perjury, that the facts alleged in the foregoing Verified Complaint for Relief are based upon the business records of Residential Warranty Services and are true to the best of my knowledge, information, and belief.

9-4-2015
DATE

s/ P. Nathan Thornberry
P. Nathan Thornberry, President/CEO, Residential Warranty Services

Respectfully Submitted,

s/ Patrick C. Badell
Patrick Badell, Atty No. 2506-70
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110 North Perkins Street
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(765) 932-3951

s/ Alix L. Vollmer
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(317) 573-2088

Counsel for Plaintiff, Residential Warranty Services, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 10, 2015, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF filing system, and a copy of the same was mailed to all named Defendants via first class, U.S. mail.

s/ Patrick C. Badell
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Rushville, IN 46173
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s/ Alix L. Vollmer
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Counsel for Plaintiff, Residential Warranty Services, Inc.

I, Phillip Nathan Thornberry, President and CEO of Residential Warranty Services, do hereby affirm, under the penalties for perjury, that the facts alleged in the foregoing Verified Complaint for Relief are based upon the business records of Residential Warranty Services and are true to the best of my knowledge, information, and belief.

9-4-2015
DATE


P. Nathan Thornberry, President/CEO, Residential Warranty Services

Respectfully Submitted,



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Counsel for Plaintiff, Residential Warranty Services, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on Sept 10, 2015, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF filing system, and a copy of the same was mailed to all named Defendants via first class, U.S. mail.


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