

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY

RLCL ACQUISITIONS, LLC d/b/a)	
GRAY LINE OF TENNESSEE,)	
)	
Plaintiff,)	
)	
VS.)	NO. 16-867-BC
)	
ACR TRANSPORTATION SERVICES,)	
LLC; COACH RIDE, LLC; and DAVID)	
RANDALL "RANDY" FUTRAL, JR.)	
)	
Defendants;)	

MEMORANDUM IN PREPARATION FOR RULE 16 CONFERENCE

At the Rule 16 Conference scheduled for 9:00 a.m. Tuesday, May 8, 2018, in addition to matters presented by Counsel, the following shall be discussed:

1. whether there will be preliminary motions concerning joinder of Huey Montgomery;
2. whether Lauren Underwood, Mark Szyperski and Huey Montgomery shall be included on the verdict form to apportion damages;
3. how to handle in the pleadings the \$29,050 claim of Coach Ride in its *Intervening Complaint*;
4. whether, in light of previously served written discover, party depositions can proceed, or if additional written discovery is needed;
5. any electronic discovery issues;

6. whether there are any discovery or verdict form issues on Plaintiff's claim to pierce the corporate veil; and
7. deadlines for fact discovery, expert discovery and summary judgment.

For future use, the following updated case summary is provided.

This lawsuit was filed by a motor coach company who provides a number of bus-related services including contracting to provide school busing. The Plaintiff alleges that its trade secrets and proprietary information were taken from the Plaintiff and provide to Defendants to unfairly compete with the Plaintiff. The Plaintiff asserts that as a result of the Defendants' unlawful conduct it has been deprived of work and contracts it would have been awarded.

On January 23, 2018, the Plaintiff filed a *Second Amended Complaint* alleging the following causes of action against all Defendants: (1) Civil Conspiracy; (2) Intentional Interference with Business Relationships; (3) Tortious Interference with Contract (common law); (4) Intentional Interference with Contractual Relationships and Procurement of Breach of Contract (Tenn. Code Ann. § 47-50-109); (5) Unfair Competition; (6) Aiding and Abetting against; (7) Defamation; (8) Conversion; and (9) Violation of the Tennessee Uniform Trade Secrets Act.

For relief, the Plaintiff seeks for the Court to find the Defendants are jointly and severally liable for compensatory damages in an amount not to exceed \$1.7 million dollars, award exemplary and/or treble damages, punitive damages, return of all of the Plaintiff's property and all duplicates of Plaintiff's property, temporary and/or permanent

injunction against the Defendants, the Plaintiff's costs and reasonable attorneys' fees, pre-judgment interest and to pierce the corporate veil.

On April 17, 2018, the Defendants filed an *Answer* to the *Second Amended Complaint* along with the following affirmative defenses:

- The Complaint indicates that the actions of Lauren Underwood, Mark Szyperski, and Huey Montgomery are central to the cause of action. Therefore, the Defendants assert that if the Plaintiff did, in fact, suffer damages, comparative fault should be apportioned between Ms. Underwood, Mr. Szyperski, and Mr. Montgomery.
- The Defendants assert that Lauren Underwood, Mark Szyperski, and Huey Montgomery are necessary parties to this action. The Defendants acknowledge that Ms. Underwood and Mr. Szyperski were properly joined previously and that they since have received a Chapter 7 discharge. As such, the Defendants recognize that the Plaintiffs are prohibited by federal law from bringing Ms. Underwood and Mr. Szyperski back into this action. Nevertheless, the Defendants assert that Ms. Underwood and Mr. Szyperski are indispensable parties since their actions are at the very heart of the Plaintiff's allegations. Moreover, but for the bankruptcy discharge, the Defendants would have had the right to seek indemnity from these absent parties. As for Mr. Montgomery, he, too, is an indispensable party since his actions are at the heart of Plaintiff's allegations. However, the Complaint fails to state why he has not been named as a co-Defendant. Therefore, in equity and good conscience, the action should not proceed in the absence of Ms. Underwood, Mr. Szyperski, or Mr. Montgomery.
- The Defendants contend that if the Plaintiff did suffer any damage, such should be apportioned as if Lauren Underwood, Mark Szyperski, and Huey Montgomery were present, and that the Defendants should not be required to bear their respective liabilities.
- If new information is received, the Defendants seek to amend this pleading to reflect any affirmative defense listed in Rule 8.03 that would be applicable.

Prior to the filing of the *Second Amended Complaint*, on March 14, 2017, Coach Ride LLC d/b/a ACR Coach filed an *Intervening Complaint* against the Plaintiff alleging breach of contract against the Plaintiff for \$29,050.00 pursuant to a contract with the Plaintiff. Coach Ride LLC d/b/a is affiliated with and is a subsidiary of Defendant ARC Transportation Services LLC.

On March 29, 2018, the Plaintiff filed an *Answer and Counterclaims To Coach Ride LLC's Third-Party Complaint*. In the interest of streamlining the pleadings, the Plaintiff asserted all of its claims against Defendant Coach Ride LLC d/b/a ACR Coach in the *Second Amended Complaint*.

s/ Ellen Hobbs Lyle
ELLEN HOBBS LYLE
CHANCELLOR
BUSINESS COURT DOCKET
PILOT PROJECT

cc by U.S. Mail, email, or efilng as applicable to:

Hunter Branstetter
Lisa K. Helton
Matthew D. Wilson