

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

SLOCUMB LAW FIRM, LLC,  
AN ALABAMA LIMITED LIABILITY COMPANY  
145 E. MAGNOLIA AVENUE, SUITE 201  
AUBURN, AL 36830

CASE No.:

PLAINTIFF,

**JURY TRIAL REQUESTED**

vs.

ZEKE J. ROESER  
1301 M STREET, N.W., APT. 702  
WASHINGTON, D.C. 20005

MORGAN A. WHITLOCK  
911 EVARTS STREET, N.E.  
WASHINGTON, D.C. 20018

KEVIN GRACIE  
10301 WETHERBURN RD.  
ELLCOTT CITY, MD 21042

ROESER & WHITLOCK, LLP  
1325 G STREET, N.W., SUITE 500  
WASHINGTON, D.C. 20005

DEFENDANTS.

**VERIFIED COMPLAINT FOR INJUNCTIVE AND COMPENSATORY RELIEF**

**PARTIES**

1. Plaintiff Slocumb Law Firm, LLC (“Slocumb Law”) is an Alabama limited liability company with its principal place of business in Alabama.
2. Defendant Zeke Roeser is a resident and citizen of the District of Columbia. Defendant Roeser is an attorney admitted to practice in the District of Columbia and New Jersey.

3. Defendant Morgan Whitlock is a resident and citizen of the District of Columbia.

Defendant Whitlock is an attorney admitted to practice in Maryland and Virginia.

4. Defendant Kevin Gracie is a resident and citizen of the State of Maryland.

Defendant Gracie is an attorney admitted to practice in Maryland.

5. Defendant Roeser & Whitlock, LLP (“Roeser & Whitlock”) is a District of

Columbia limited liability partnership with its principal place of business in the District of

Columbia. Defendant Roeser & Whitlock is the alter ego of Defendants Roeser and Whitlock.

### **JURISDICTION AND VENUE**

6. This Court has diversity jurisdiction under 28 U.S.C. § 1332 in that there is

complete diversity in citizenship between the Plaintiff and Defendants.

7. Defendants are subject to the exercise of personal jurisdiction in the District of

Columbia in that they reside within the District of Columbia, personally work and conduct business within the district of Columbia or both.

8. Venue is proper in this Court under 28 U.S.C. § 1391(a)(2) in that all or

substantially all of the acts complained of herein occurred within the District of Columbia.

### **FACTS**

9. This case is about three young lawyers who stole confidential client information

from their law firm and, while they were still employed by that firm, set up a competing firm of their own with the clients that they poached from their employer.

10. At all times relevant herein, Defendants Roeser, Whitlock and Gracie were

lawyers employed by Plaintiff Slocumb Law in its District of Columbia office.

11. In the course and scope of their employment, and solely for the use of Plaintiff and its clients, Defendants Roeser, Whitlock and Gracie were provided access to certain confidential client information of Plaintiff's clients.

12. Plaintiff was solely responsible for the creation of the attorney-client relationship with its clients; defendants played no part in the creation of that relationship. Plaintiff utilizes a sophisticated, and expensive, multi-state advertising campaign for business development purposes.

13. The retainer agreement for Plaintiff's clients was solely between the individual client and Plaintiff. Those retainer agreements provide Plaintiff a contingency fee interest in any recovery by the clients.

14. Commencing at least as early as September 26, 2011, Defendants Roeser, Whitlock and Gracie began planning leaving the employment of Plaintiff Slocumb Law and set up a competing firm by stealing the confidential client information to which they had access as Plaintiff's employees.

15. On October 7, 2011, Defendants Roeser, Whitlock resigned from employment by Plaintiff and took Plaintiff's confidential client information with them; on October 8 Defendant Gracie resigned from employment by Plaintiff and took Plaintiff's confidential client information with him.

16. Commencing prior to resigning their employment on October 7-8, and continuing thereafter, Defendants Roeser, Whitlock and Gracie used Plaintiff's confidential client information to contact Plaintiff's clients and induce them to terminate representation by Plaintiff and retain themselves instead. Defendants actions continue to the present and, upon information

and belief, will continue into the future until such time as they may be enjoined by this Honorable Court. These actions occurred within the District of Columbia.

17. Numerous of Plaintiff's clients terminated their representation by Plaintiff and retained Defendants Roeser, Whitlock and Gracie, and/or their law firm Roeser & Whitlock, LLP.

### **COUNT I**

(Misappropriation Of Trade Secrets, D.C. Code § 36-401, *et seq.*)

18. Plaintiff hereby repleads and incorporates by reference each and every allegation set forth above, and further states as follows:

19. Plaintiff's confidential client information has and continues to have substantial economic value. Plaintiff's client relationships were and are the result of millions of dollars in expenditures and the claims by Plaintiff's current, and former clients stolen by Defendants, represent substantial recoveries in which Plaintiff has a contingent interest.

20. Plaintiff's confidential client information was not readily ascertainable by the public; none of the cases at issue herein had progressed to the stage where they had been filed in court. The cases were in the pre-litigation phase, with the accumulation of information and settlement discussions with insurance adjusters.

21. Plaintiff undertook reasonable efforts to maintain the confidentiality and secrecy of its client's information including, but not limited to: maintaining the physical files in an access-controlled environment and maintaining the electronically stored information in a password-protected software system.

22. At all times relevant herein Defendants Roeser, Whitlock and Gracie had a continuing duty to maintain the secrecy of Plaintiff's confidential client information.

23. Defendants Roeser, Whitlock and Gracie used Plaintiff's confidential client information without Plaintiff's express or implied consent, knowing that information was acquired by them through improper means under circumstances giving rise to a duty to maintain its secrecy or limit its use.

24. Defendant Roeser & Whitlock, LLP acquired Plaintiff's confidential client information knowing or having reason to know that the information was acquired by improper means through a person who owed a duty to Plaintiff to maintain its secrecy or limit its use.

25. Defendants have been unjustly enriched by the acquisition of Plaintiff's confidential client information as set forth above.

26. As the direct and proximate actions of Defendants as set forth above, Plaintiff has suffered and continues to suffer injuries and damages including, but not limited to: disruption of attorney-client relationships; loss of actual and expected income; and incurred administrative and other expenses to mitigate the ongoing damages caused by Defendants.

27. As the direct and proximate actions of Defendants as set forth above, Plaintiff has been forced to incur attorneys' fees to protect the secrecy of its confidential client information and to retrieve that information.

**COUNT II**  
(Breach of Fiduciary Duty)

28. Plaintiff hereby repleads and incorporates by reference each and every allegation set forth above, and further states as follows:

29. At all times relevant herein Defendants Roeser, Whitlock and Gracie owed Plaintiff Slocumb a duty of the highest and undivided loyalty as its attorney-employees to safeguard the integrity of Plaintiff's confidential client information and to ensure that information was used solely for the legitimate purposes of Plaintiff and its clients.

30. Defendants Roeser, Whitlock and Gracie breached their duty of the highest and undivided loyalty to Plaintiff by, *inter alia*, using Plaintiff's resources while employed by Plaintiff during business hours to create a competing law firm, misappropriating Plaintiff's confidential client information for their own use and soliciting Plaintiff's clients while still employed by Plaintiff.

31. Defendant Roeser & Whitlock knew of Defendants' Roeser, Whitlock and Gracie breach of their duty of the highest and undivided loyalty to Plaintiff and aided, abetted, encouraged and facilitated their wrongdoing.

32. As the direct and proximate result of Defendants' Roeser, Whitlock and Gracie breach of their duty of the highest and undivided loyalty to Plaintiff and Defendant Roeser & Whitlock's aiding, abetting and substantial assistance or encouragement of their wrongdoing, Plaintiff suffered and continues to suffer injuries and damages as set forth above.

### **COUNT III**

#### **(Tortious Interference With Economic Advantage)**

33. Plaintiff hereby repleads and incorporates by reference each and every allegation set forth above, and further states as follows:

34. Plaintiff had a valid professional and business relationship with its clients and expectancy of substantial fees from that valid professional and business relationship.

35. At all times relevant herein Defendants knew of the relationship between Plaintiff and its clients and of the expectancy of substantial fees from that relationship.

36. Defendants intentionally interfered with the relationship between Plaintiff and its clients with the intent and effect of causing those clients to terminate their relationship with Plaintiff in order that Defendants may acquire the substantial fees from those clients.

37. As the direct and proximate result of Defendants' intentional interference with the relationship between Plaintiff and its clients Plaintiff has suffered and continues to suffer injuries and damages as set forth above.

**COUNT IV**  
(Civil Conspiracy)

38. Plaintiff hereby repleads and incorporates by reference each and every allegation set forth above, and further states as follows:

39. Defendants' Roeser, Whitlock and Gracie came together, agreed and conspired in a common scheme to, *inter alia*, violate the District of Columbia Trade Secrets Act and to breach their respective and each others' fiduciary duties to Plaintiff.

40. Within the District of Columbia, Defendants' Roeser, Whitlock and Gracie misappropriated Plaintiff's trade secrets in furtherance of their common scheme in violation of the District of Columbia Trade Secrets Act.

41. As the direct and proximate result of Defendants' Roeser, Whitlock and Gracie's coming together, agreement and conspiracy, Plaintiff has suffered and continues to suffer injuries and damages as set forth above.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff respectfully requests the following:

A. That Defendants be enjoined: from any further contact with Plaintiff's clients; ordered to identify the nature and extent of all contacts with Plaintiff's current or former clients; and be ordered to return or destroy all information taken from client or otherwise retained after leaving Plaintiff's employment; and

B. That compensatory damages be awarded of and against each of the Defendants, jointly and severally, in the full sum of Four Million Five Hundred Thousand Dollars (\$4,500,000); and

C. That punitive damages be awarded of and against the Defendants, jointly and severally, in the full sum of Four Million Five Hundred Thousand Dollars (\$4,500,000); and

D. That attorneys' fees be awarded against Defendants, jointly and severally, in an amount to be determined pursuant to D.C. Code § 36-404(1); and

E. That costs be imposed on Defendants, jointly and severally, pursuant to 28 U.S.C. § 1920; and

F. Any such other relief that is available in law or equity as this Honorable Court may award.

I declare under penalty of perjury that the foregoing is true and correct. Executed on  
October 12, 2011

A handwritten signature in black ink, appearing to read 'Michael W. Slocumb', written over a horizontal line.

Michael W. Slocumb



**JURY DEMAND**

Pursuant to the Seventh Amendment to the U.S. Constitution Plaintiff hereby demands a Jury as to all issues triable herein.

Dated: October 12, 2011.

Respectfully submitted,

McKool Smith, P.C.

A handwritten signature in black ink, appearing to be "R. Sweetland III", written over a horizontal line.

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