

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
 BIRMINGHAM DIVISION**

MATRIX, LLC,)
)
Plaintiff,)
)
v.)
)
CANOPY PARTNERS, LLC; TMP)
INTERACTIVE LLC; JEFF PITTS;)
GREG GILBERT; ABIGAIL MACIVER;)
APRIL ODOM; and FICTITIOUS)
DEFENDANTS ONE, TWO and THREE,)
)
Defendants.)

**CIVIL ACTION NUMBER:
 01-CV-2021-902121.00**

ANSWER

COME NOW. Canopy Partners, LLC, TMP Interactive, LLC and Jeff Pitts. three (3) of the Defendants in the above-styled action, and respond to Plaintiff’s Complaint as follows:

PARTIES

1. Defendants admit the allegations of Paragraph 1 of the Complaint.
2. Defendants admit that Canopy Partners, LLC is a Florida limited liability company.

Defendants deny the remaining allegations of Paragraph 2 of the Complaint.

3. Defendants admit that TMP Interactive LLC is an Alabama limited liability company. Defendants deny the remaining allegations of Paragraph 3 of the Complaint.

4. Defendants admit that Jeff Pitts is an individual over the age of 19 years and is a former employee of Matrix, a member of Canopy Partners and a member of TMP Interactive. Defendants deny the remaining allegations of Paragraph 4 of the Complaint.

5. Defendants admit that Greg Gilbert is an individual over the age of 19 years and a resident of Jefferson County, Alabama and is a former employee of Matrix. Defendants deny the remaining allegations of Paragraph 5 of the Complaint.

6. Defendants admit the allegations of Paragraph 6 of the Complaint.

7. Defendants admit that April Odom is an individual over the age of 19 years and a resident of Jefferson County, Alabama and is a former independent contractor for Matrix. Defendants deny the remaining allegations of Paragraph 7 of the Complaint.

8. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 8 of the Complaint and, on that basis, deny the same.

9. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 8 of the Complaint and, on that basis, deny the same.

10. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 8 of the Complaint and, on that basis, deny the same.

JURISDICTION AND VENUE

11. Defendants admit the allegations of Paragraph 11 of the Complaint as to them.

12. Defendants admit that this Court has subject jurisdiction over this matter.

13. Defendants admit that venue is proper.

FACTS

14. Defendants admit the allegations of Paragraph 14 of the Complaint as to them.

15. Defendants admit that Matrix assists clients with sensitive and crisis situations, provides political consulting services to clients, advises clients on strategic communications to the general public, business and political stakeholders and other external groups and has access to

confidential information about its clients and their business operations. Defendants deny the remaining allegations of Paragraph 15 of the Complaint.

16. Defendants admit that Matrix has confidential information, provides polling, focus group and other research services to its clients and has relations with client contacts, media outlets and other stakeholders. Defendants deny the remaining allegations of Paragraph 16 of the Complaint.

17. Defendants admit that Matrix hired Pitts as an employee to provide strategic communications and political consulting services to clients and that over time Pitts took on a leadership role with a variety of unofficial titles, including CEO. Defendants deny that Perkins exercised less oversight as he had complete and absolute control over personnel decisions, finances (including the exclusive authority to approve and sign checks) and client matters. Defendants deny the remaining allegations of Paragraph 17 of the Complaint.

18. Defendants admit that Pitts retained Odom as an independent contractor and that Gilbert, MacIver and Odom reported to Pitts and others. Defendants deny the remaining allegations of Paragraph 18 of the Complaint.

19. Defendants admit the allegations of Paragraph 19 of the Complaint.

20. Defendants admit that Perkins scheduled a meeting with Pitts in December 2020. Defendants admit that on multiple occasions over the last 15 years Perkins discussed the creation of equity ownership for senior employees, but he never did so. Defendants deny the remaining allegations of Paragraph 20 of the Complaint.

21. Defendants admit that Pitts informed Perkins of his intent to leave Matrix and start his own firm. Defendants admit that on multiple occasions over multiple years Pitts informed

Perkins of his intent to leave Matrix if Perkins did not change the company into a legitimate operation. Defendants deny the remaining allegations of Paragraph 21 of the Complaint.

22. Defendants admit that Pitts and Perkins agreed that Pitts would exclusively provide client services to two clients with which he had worked exclusively and that Pitts and Matrix would joint provide services to another client. Defendants deny the remaining allegations of Paragraph 22 of the Complaint.

23. Defendants admit that Pitts later confirmed his decision to resign and that Perkins, Pitts and other senior Matrix staff met on several occasions over seven weeks to discuss detailed transition issues such as employees client and communications surrounding Pitt's departure. Defendants admit that Pitts created Canopy Partners which is a communications consulting firm that provides some services similar to some services provided by Matrix. Defendants deny the remaining allegations of Paragraph 23 of the Complaint.

24. Defendants admit that after Pitts resigned, Gilbert and MacIver also resigned. Defendants admit that MacIver became an employee of Canopy Partners and Gilbert became an independent contractor. Defendants admit that Odom terminated her independent contractor relationship with Matrix. Defendants deny the remaining allegations of Paragraph 24 of the Complaint.

25. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 25 and, on that basis, deny the same.

26. Defendants admit that Matrix Birmingham office housed a computer server. Defendants are without sufficient knowledge or information to form a belief as to the truth of the remaining allegations of Paragraph 26 and, on that basis, deny the same.

27. Defendants deny the allegations of Paragraph 27 of the Complaint.

28. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations of Paragraph 28 and, on that basis, deny the same.

29. Defendants deny the allegations of Paragraph 29 of the Complaint.

30. Defendants deny the allegations of Paragraph 30 of the Complaint.

31. Defendants deny the allegations of Paragraph 31 of the Complaint.

32. Defendants deny the allegations of Paragraph 32 of the Complaint.

33. Defendants deny the allegations of Paragraph 33 of the Complaint.

**COUNT I
BREACH OF FIDUCIARY DUTIES**

34. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

35. This paragraph contains no allegations of fact for which a response is required.

36. Defendants deny the allegations of Paragraph 36 of the Complaint.

**COUNT II
FRAUD – CONCEALMENT**

37. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

38. Defendants deny the allegations of Paragraph 38 of the Complaint.

39. Defendants deny the allegations of Paragraph 39 of the Complaint.

40. Defendants deny the allegations of Paragraph 40 of the Complaint.

41. Defendants deny the allegations of Paragraph 41 of the Complaint.

**COUNT III
FRAUD – INTENTIONAL FALSE STATEMENT**

42. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

- 43. Defendants deny the allegations of Paragraph 43 of the Complaint.
- 44. Defendants deny the allegations of Paragraph 44 of the Complaint.
- 45. Defendants deny the allegations of Paragraph 45 of the Complaint.
- 46. Defendants deny the allegations of Paragraph 46 of the Complaint.
- 47. Defendants deny the allegations of Paragraph 47 of the Complaint.
- 48. Defendants deny the allegations of Paragraph 48 of the Complaint.

**COUNT IV
VIOLATION OF THE ALABAMA TRADE SECRETS ACT**

49. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

- 50. Defendants deny the allegations of Paragraph 50 of the Complaint.
- 51. Defendants deny the allegations of Paragraph 51 of the Complaint.
- 52. Defendants deny the allegations of Paragraph 52 of the Complaint.
- 53. Defendants deny the allegations of Paragraph 53 of the Complaint.
- 54. Defendants deny the allegations of Paragraph 54 of the Complaint.

**COUNT V
UNJUST ENRICHMENT**

55. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

56. This paragraph does not contain any allegation of fact for which a response is required.

- 57. Defendants deny the allegations of Paragraph 57 of the Complaint.
- 58. Defendants deny the allegations of Paragraph 58 of the Complaint.

**COUNT VI
CONVERSION**

59. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

60. Defendants deny the allegations of Paragraph 60 of the Complaint.

61. Defendants deny the allegations of Paragraph 61 of the Complaint.

62. Defendants deny the allegations of Paragraph 62 of the Complaint.

**COUNT VII
INTENTIONAL INTERFERENCE WITH BUSINESS RELATIONS**

63. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

64. Defendants deny the allegations of Paragraph 64 of the Complaint.

65. Defendants deny the allegations of Paragraph 65 of the Complaint.

66. Defendants deny the allegations of Paragraph 66 of the Complaint.

67. Defendants deny the allegations of Paragraph 67 of the Complaint.

68. Defendants deny the allegations of Paragraph 68 of the Complaint.

**COUNT VIII
CIVIL CONSPIRACY**

69. Defendants incorporate and reassert their responses to the proceeding paragraphs as if fully set forth herein.

70. Defendants deny the allegations of Paragraph 70 of the Complaint.

71. Defendants deny the allegations of Paragraph 71 of the Complaint.

72. Defendants deny the allegations of Paragraph 72 of the Complaint.

73. Defendants deny the allegations of Paragraph 73 of the Complaint.

AFFIRMATIVE AND ADDITIONAL DEFENSES

Defendants hereby assert the following affirmative and additional defenses to Plaintiff's Complaint, but do not assume the burden of proof on any such defenses except as required by applicable law with respect to a particular defense asserted. Defendants further reserve the right to assert other affirmative and additional defenses and/or otherwise to supplement this Answer to Plaintiff's Complaint upon discovery of facts or evidence rendering such action appropriate.

FIRST DEFENSE

Any allegation of Plaintiff's Complaint which is not expressly admitted above is denied.

SECOND DEFENSE

Plaintiff's claims are barred by the competitor's privilege.

THIRD DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands.

FOURTH DEFENSE

Plaintiff's claims are barred by the doctrines of waiver and acquiescence.

FIFTH DEFENSE

Plaintiff's claims are barred because Defendant Pitts was not a stranger to the contractual or business relationships at issue.

SIXTH DEFENSE

Defendants deny any illegal interference with Plaintiff's legitimate business or contractual relationships. However, to the extent Defendants are found to have so interfered, any such interference was justified. Defendant Pitts was compelled to resign because of Perkins' inappropriate and unethical business practices, including, but not limited to, initiating and directing the creation of an explicit video used in an attempt to intimidate the family of Megan Rondini, a

rape victim who had committed suicide, to settle a civil claim; developing and deploying phony groups and digital platforms to intimidate individuals as a method to influence public perception and litigation; and ordering and directing the clandestine surveillance including that of top executives of his largest client, the Southern Company, to what he stated was to influence corporate decision making and succession planning for his own benefit and at the direction of executives of Alabama Power Company, while masking payments through excessive retainers paid to Matrix and Perkins Communications via multiple contract/work orders. Those payments were used by Perkins and his companies to pay invoices for private investigators and other consultants, so it would not be directly linked back to Southern Company.

SEVENTH DEFENSE

Any injury to Plaintiff is not the proximate cause of any conduct of Defendants, but is the result of Plaintiff's own conduct.

EIGHTH DEFENSE

Plaintiff's damages, if any, are barred or limited by its failure to mitigate.

EIGHTH DEFENSE

Defendants reserve the right to amend this Answer, including the assert of Counterclaims, as discovery proceeds and additional facts become known.

WHEREFORE, PREMISES CONSIDERED, Defendants pray this Court to enter judgment in their favor and dismiss Plaintiff's Complaint in its entirety and with prejudice, and that the Court enter other such relief in favor of Defendants as it deems just and appropriate, including attorney's fees.

Respectfully Submitted,

s/ Albert L. Vreeland, II
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CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2022, a copy of the foregoing has been served upon the following counsel of record by AlaFile and/or U. S. Mail, properly addressed and first class postage prepaid:

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