

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

WESCO DISTRIBUTION, INC.,	:	
	:	
Plaintiff,	:	
	:	Case No. _____
v.	:	
	:	JURY TRIAL DEMANDED
ECKART, LLC, KEVIN KESTER,	:	
JON KEVIN BLACK, LUKE	:	
BEVERLY, CHRISTOPHER	:	
ERIC GRANGER, MATTHEW	:	
BLACK, and JAMES CLINT	:	
SPRATLIN,	:	
	:	
Defendants.	:	
	:	

COMPLAINT

Plaintiff, WESCO Distribution, Inc. (“Plaintiff” or “WESCO”), for its Complaint against Defendants, Eckart, LLC (“Eckart”), Kevin Kester (“Kester”), Jon Kevin Black (“Kevin Black”), Luke Beverly (“Beverly”), Christopher Eric Granger (“Granger”), Matthew Black (“Matthew Black”), and James Clint Spratlin (“Spratlin”) (collectively, “Defendants”), alleges as follows:

INTRODUCTION

1. This action arises from Defendants’ unlawful conspiracy to compete with Atlanta Electrical Distributors, LLC (“AED”), which was a company purchased by WESCO in 2016 and later merged into WESCO in 2025 (referred to herein as “AED/WESCO” for all time periods following the acquisition by WESCO). Under the Eckart banner, Defendants raided AED/WESCO’s

workforce, breached restrictive covenants, misappropriated AED/WESCO's trade secrets, tortiously interfered with AED/WESCO's customer and supplier relationships, and violated other laws.

2. This scheme was orchestrated by Eckart, an AED/WESCO competitor, with two of AED/WESCO's former owners, Kester and Kevin Black, as the primary leaders, and with important parts played by former high-level managers of AED/WESCO (including Beverly and Granger) and by former sales representatives of AED/WESCO (including Matthew Black and Spratlin).

3. Kester and Kevin Black profited substantially from the sale of AED to WESCO in 2016.

4. Kester and Kevin Black sought to replicate that success by helping Eckart break into the electrical distribution market in Georgia and then profiting from an eventual sale of Eckart or, at least, its Georgia segment.

5. Eckart conspired with Kester and Kevin Black to steal AED/WESCO's business as a shortcut to creating an "AED 2.0," in an apparent effort to make Eckart (or at least "AED 2.0") attractive for acquisition by a national distribution company (especially one that has no Georgia footprint) so the co-conspirators could share in the spoils of an eventual sale.

6. Based on those and other inducements from Eckart, Kester and Kevin Black began working with Eckart to create "AED 2.0" before they stopped working for AED/WESCO, in violation of their restrictive covenant agreements, fiduciary duties, and duties of loyalty, and then continued working with Eckart

during the period of their restrictive covenant agreements.

7. Eckart, Kester, and Kevin Black lured former AED/WESCO managers including Beverly and Granger (directly and/or through intermediaries) to run the daily operations of Eckart's new Georgia locations based on promises that, in addition to their employment and related compensation, they too would share in the bounty of an eventual sale of Eckart or "AED 2.0," just as they had each received significant transaction bonuses from the sale of AED to WESCO.

8. Based on those inducements and acting in concert with Eckart, Kester, Kevin Black, Beverly, and Granger directly and/or indirectly through intermediaries solicited and recruited dozens of AED/WESCO's employees to join Eckart, both during and after they left AED/WESCO, in violation of their restrictive covenants, fiduciary duties, and duties of loyalty.

9. Although Defendants have taken (and are still taking) steps to cover their tracks, AED/WESCO's investigation has so far revealed that: (a) some of the individual Defendants (including Kester and Kevin Black) began secretly working with Eckart when they were still employed by and still had access to AED/WESCO's trade secrets and other proprietary business information; and (b) some of the individual Defendants (including Granger, Matthew Black, and Spratlin) misappropriated AED/WESCO's trade secrets and other proprietary business information on their way out the door so that they and Eckart could hit the ground running in Georgia.

10. Eckart also deployed Spratlin as an insider, who remained at

AED/WESCO temporarily to funnel business, inventory, and confidential pricing files directly to Eckart, before he too absconded to Eckart.

11. Through this coordinated misconduct, Defendants poached more than thirty (30) key employees from AED/WESCO, diverted millions of dollars in business from AED/WESCO to Eckart, misappropriated trade secrets and other proprietary business information from AED/WESCO, disrupted AED/WESCO's long-standing relationships with customers and suppliers, and eroded AED/WESCO's hard-won goodwill.

12. Defendants' efforts to lift and shift AED/WESCO's business to Eckart has resulted in the closure of some of AED/WESCO branches, further reducing AED/WESCO's ability to mitigate the impact of Defendants' unlawful and unfair competition.

13. Defendants' misconduct constitutes actionable:

- a. breaches of restrictive covenants, including non-competition, employee non-solicitation, customer non-solicitation, and confidentiality agreements;
- b. breaches of fiduciary duties and duties of loyalty;
- c. aiding and abetting those breaches;
- d. tortious interference with contractual and prospective business relations with employees;
- e. tortious interference with contractual and prospective business relations with customers and suppliers;

- f. misappropriation of trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq. (“DTSA”);
- g. misappropriation of trade secrets under the Georgia Trade Secrets Act, O.C.G.A. § 10-1-760 et seq. (“GTSA”); and
- h. civil conspiracy.

14. To remedy the substantial harm caused by Defendants’ scheme and to level the playing field, WESCO seeks compensatory, consequential, punitive, and exemplary damages, disgorgement of Defendants’ unjust enrichment, attorneys’ fees, injunctive and other equitable relief, costs, litigation expenses, and all other legal and equitable relief this Court deems just and proper.

THE PARTIES

15. Plaintiff WESCO Distribution, Inc. is a Delaware corporation with its principal place of business in Pennsylvania.

16. WESCO is a large electrical distributor and provider of supply chain solutions and distribution services.

17. Eckart is a distributor of electrical supplies and other products that has historically operated and competed with WESCO in the Midwest.

18. Upon information and belief, Eckart is an Indiana limited liability company with its principal place of business in Corydon, Indiana.

19. Upon information and belief, Eckart is wholly owned by Eckart Parent, LLC, a Delaware limited liability company, the members of which include and have the following citizenship:

- a. William Harper, a citizen of Georgia;
- b. Steve Taylor, a citizen of Georgia;
- c. Reliasouce Trust, the unidentified trustee of which is a citizen of Georgia;
- d. Stephen and Margaret Farrar, citizens of Georgia;
- e. Henry A. Maxwell, Jr., a citizen of Georgia;
- f. Lima Echo, LLC, a Georgia limited liability company, the sole member of which is Jeffrey Luca, a citizen of Georgia; and
- g. Eckart Owner Holdco, LLC, an Indiana limited liability company, the members of which include and have the following citizenship, upon information and belief:
 - i. Philip Bennet, a citizen of Indiana;
 - ii. Chad Coffman, a citizen of Indiana;
 - iii. Chris Kellem, citizen of Indiana;
 - iv. William J. Davis, citizen of Kentucky; and
 - v. The Michael Bennett Trust, the unidentified trustee of which is a citizen of Indiana.

20. Upon information and belief, Kester is a citizen of North Carolina. Kester is a co-founder of AED and former Southeast Region Sales Director of AED/WESCO. Upon information and belief, Kester currently works for Eckart in Georgia as its Southeast Region Manager.

21. Upon information and belief, Kevin Black is a citizen of Georgia.

Kevin Black is a co-founder of AED and former Business Development Manager of AED/WESCO. Upon information and belief, Kevin Black currently works for Eckart in Georgia as a Division Manager.

22. Upon information and belief, Beverly is a citizen of Georgia. Beverly is a former Branch Manager of AED/WESCO. Upon information and belief, Beverly currently works for Eckart as its Georgia Division Sales Manager.

23. Upon information and belief, Granger is a citizen of Georgia. Granger is a former Manager of AED/WESCO. Upon information and belief, Granger currently works for Eckart in Georgia.

24. Upon information and belief, Matthew Black is a citizen of Georgia. Matthew Black is a former Outside Sales representative for AED/WESCO. Upon information and belief, Matthew Black currently works as an outside salesperson at Eckart.

25. Upon information and belief, Spratlin is a citizen of Georgia. Spratlin is a former Inside Sales Representative of AED/WESCO. Upon information and belief, Spratlin currently works for Eckart as its Senior Inside Sales Representative.

JURISDICTION AND VENUE

26. This Court has jurisdiction over this civil action under 28 U.S.C. § 1332(a) because the Plaintiff is a citizen of different states than the Defendants and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs. This Court also has original jurisdiction over this civil action under

28 U.S.C. § 1331 because one or more of the pleaded causes of action arise under the laws of the United States. To the extent necessary, this Court has supplemental jurisdiction over any state-law causes of action pleaded in this civil action under 28 U.S.C. § 1367(a) because they are so related that they form part of the same case or controversy under Article III of the United States Constitution.

27. Personal jurisdiction under O.C.G.A. § 9-10-91(1)-(3) and venue under 28 U.S.C. § 1391 are proper in this District because, *inter alia*, a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, Defendants transacted business and committed tortious acts in this District, Defendants caused tortious injuries in this District, and the trade secrets at issue were located in this District.

FACTUAL ALLEGATIONS

A. The AED Business Acquired By WESCO

28. AED was a leading distributor of lighting, electrical, safety, and related products in Georgia.

29. WESCO acquired AED from Kester, Black, and its other owners for significant consideration in 2016.

30. At the time of the acquisition, AED had multiple branches in Georgia, including in Suwanee, Canton, Carrollton, Marietta, and Conyers (collectively, the "Georgia Branches").

31. The competitive edge of the Georgia Branches derives from, *inter alia*: (a) longstanding customer relationships; (b) negotiated supplier programs;

(c) specialized inventory; (d) proprietary pricing structures; (e) project pipeline intelligence; and (f) a well-trained workforce possessing deep product and market knowledge.

32. Following the acquisition in 2016, WESCO operated AED as a wholly owned subsidiary until AED merged into WESCO on June 30, 2025. As AED's successor by merger, WESCO owns and succeeded to all of AED's assets, including the claims asserted herein and its rights to the trade secrets and other confidential information at issue.

33. The Georgia Branches now operate under the WESCO brand.

B. The Individual Defendants' Restrictive Covenant Agreements

34. Following WESCO's acquisition of AED, Kester and Kevin Black entered into restricted stock unit agreements with WESCO under which, in exchange for certain stock grants and other consideration, they agreed to restrictive covenants including: (a) an agreement not to compete with WESCO and/or its subsidiaries (including AED) for the duration of their employment plus one (1) year; (b) an agreement not to solicit the customers of WESCO and/or its subsidiaries (including AED) for the same period; (c) an agreement not to solicit the employees of WESCO and/or its subsidiaries (including AED) for the same period; and (d) perpetual confidentiality obligations.

35. In connection with WESCO's acquisition of AED, several of its managers, including Beverly and Granger, entered into agreements with AED under which, in exchange for transaction bonuses and other consideration, they

agreed to employment-based restrictive covenants including: (a) an agreement not to compete in AED's industry and market for the duration of their employment plus one (1) year; (b) an agreement not to solicit AED's customers for the same period; (c) an agreement not to solicit the employees of AED or its affiliates (including WESCO) for the same period; and (d) perpetual confidentiality obligations.

36. All of these restrictive covenant agreements ("RC Agreements") prohibited direct and indirect violations of non-competition, non-solicitation, and confidentiality provisions, such that the Defendants with RC Agreements could not circumvent their contractual duties by working with and/or through Eckart or other intermediaries to compete against AED/WESCO, solicit its employees, solicit its customers, and/or misappropriate its trade secrets and other confidential information.

37. The RC Agreements are supported by adequate consideration, protect legitimate business interests, and are reasonable in duration and geographic scope under applicable state law. To the extent any provision therein is found to be overbroad, WESCO respectfully requests that the Court blue pencil such provisions and enforce them to the maximum extent permitted by law.

C. Defendants' Scheme to Expand Eckart into Georgia by Creating "AED 2.0" to Compete Against AED/WESCO

38. Upon information and belief, before they left AED/WESCO, Kester and Kevin Black agreed to create a new business to compete with AED/WESCO

under the Eckart brand, *i.e.*, an “AED 2.0.”

39. Eckart has recently expanded its operations into the Southeast.

40. Upon information and belief, Eckart and its owners sought to expand into Georgia to make its business or segments of its business, including “AED 2.0,” an attractive target for acquisition by a national distributor.

41. Upon information and belief, Kester and Kevin Black promised Eckart that they could leverage their long-standing personal relationships with AED/WESCO’s customers, suppliers, managers, and key employees to move the AED/WESCO business to Eckart.

42. Upon information and belief, when they were still employed by AED/WESCO in 2023 (and likely earlier), Kester and Kevin Black began meeting, communicating, exchanging encrypted messages, and/or otherwise working with Eckart’s owners and officers (including its President/CEO, Philip Bennett, and its COO, Chad Coffman), along with lawyers, real estate developers, accountants, financiers, customers of AED/WESCO (including the owners and/or officers of Luca Electric), and/or suppliers of AED/WESCO to secure a toehold for Eckart in the Georgia market and then rapidly expand its operations by using AED/WESCO’s employees, customers, and know-how.

43. For example, upon information and belief, Eckart, Kester, and Kevin Black involved the owners and/or officers of Luca Electric (a long-standing AED/WESCO customer with whom Kester and Kevin Black had close ties) in their plans to set up Eckart’s Georgia locations. Upon information and belief, Jeff

Luca, the owner of Luca Electric, obtained an ownership interest or other financial stake in Defendants' new venture in exchange for moving virtually all of Luca Electric's business with AED/WESCO to Eckart. It is no coincidence that shortly before or soon after the time Eckart began operating in its Georgia location in the summer of 2023: (a) Kester and Kevin Black left AED/WESCO; (b) Luca Electric suddenly halted one or more large projects with AED/WESCO that had been long in development; and (c) Luca Electric ceased making large purchases from AED/WESCO. Since then, Luca Electric has all but refused to do business with AED/WESCO and, upon information and belief, has been purchasing supplies from Eckart, including for those large projects AED/WESCO had worked up, all according to Defendants' plan. AED/WESCO would not have lost those projects and its entire business relationship with Luca Electric absent the tortious interference and restrictive covenant violations of Kester and Kevin Black acting in concert with Eckart.

44. Upon information and belief, Kester, Kevin Black, Beverly, and likely other former AED/WESCO managers who were subject to RC Agreements continued to directly and/or indirectly compete with AED/WESCO, solicit its employees, and solicit its customers throughout the restricted period of their RC Agreements for the benefit of Eckart and themselves.

45. Upon information and belief, Eckart, Kester, Kevin Black, Beverly, and likely other former AED/WESCO managers who were subject to RC Agreements developed, deployed, and executed a scheme through coordination

and agreements with the other individual Defendants (and likely others) that included directly and/or indirectly: (a) recruiting AED/WESCO's leadership nucleus to leave AED/WESCO, join Eckart, and compete against AED/WESCO; (b) orchestrating an *en masse* defection of AED/WESCO's sales teams and other employees to leave AED/WESCO, join Eckart, and compete against AED/WESCO; (c) siphoning AED/WESCO's active projects, purchase orders, and inventory; (d) exfiltrating AED/WESCO's confidential pricing, project bidding, and other sales-related information; and (e) using embedded insiders, like Spratlin, to facilitate their lift-and-shift scheme while they were still on AED/WESCO's payroll.

46. Upon information and belief, during their restricted periods, Kester, Kevin Black, Beverly, and likely other former AED/WESCO managers who were subject to RC Agreements secretly facilitated the creation of "AED 2.0" to compete against AED/WESCO under the Eckart brand by, *inter alia*, directly and/or indirectly (through Eckart and/or others): (a) telling AED/WESCO employees and important AED/WESCO customers and suppliers that they were creating "AED 2.0"; (b) asking AED/WESCO employees to mind major customer and supplier relationships until "AED 2.0" opened its branches and then to divert orders and projects to Eckart; (c) assuring AED/WESCO employees that they would be hired to work with the former AED/WESCO managers at "AED 2.0" and that major customers and suppliers would follow them to "AED 2.0"; (d) bad-mouthing AED/WESCO and/or praising Eckart to AED/WESCO

employees, customers, and suppliers; and (e) encouraging major AED/WESCO customers and suppliers with whom they had relationships to move their business to “AED 2.0”—*i.e.*, Eckart.

47. Upon information and belief, during their restricted periods, Kester, Kevin Black, and likely other former AED/WESCO managers who were subject to RC Agreements successfully assisted Eckart with hiring family members of important customers of AED/WESCO (*e.g.*, Luca Electric) and family members of important manufacturing representatives that worked with AED/WESCO (*e.g.*, Lighting Associates, which represents Acuity, the nation’s leading lighting manufacturer) in exchange for the agreements of those customers to buy products from Eckart (instead of AED/WESCO) and for those quotation specialists to sell products through Eckart (instead of AED/WESCO). Due to their misconduct, profitable and long-standing relationships AED/WESCO had with such customer and supplier representatives were destroyed, and it has been cut off from doing business with those customers and manufacturing representatives.

48. Upon information and belief, Eckart knowingly induced several of the individual Defendants to violate their RC Agreements, fiduciary duties to AED/WESCO, and/or duties of loyalty to AED/WESCO through offers of employment (immediate and/or delayed), equity, bonuses, and/or other immediate and future compensation, including promises to Kester, Kevin Black, Beverly, and Granger that they would share in the profits of and/or receive transaction bonuses from any future sale of Eckart and/or “AED 2.0.”

49. Defendants understood that, if they pirated the branch managers, managers, inside and outside sales teams, and other staff of the Georgia Branches without waiting for the restricted periods of the RC Agreements to expire, then AED/WESCO's customers, suppliers, and sales would inevitably follow to Eckart and AED/WESCO would be hamstrung in mitigating workforce losses, restoring customer and supplier relationships, and making sales for years, exactly what transpired.

50. During the time period relevant to this action, Defendants were agents and/or co-conspirators of each other such that the knowledge and conduct of each Defendant is attributable to the others.

51. Discovery is likely to show that one or more of the other individuals who were subject to RC Agreements (and whose teams left AED/WESCO for Eckart) also participated in the "AED 2.0" scheme in violation their RC Agreements and/or fiduciary duties and duties of loyalty to AED/WESCO.

D. Defendants' Raiding of AED/WESCO's Branches and Disruption of AED/WESCO's Customer and Supplier Relationships

52. Without accounting for any equitable tolling, based on his voluntary termination date of May 19, 2023, Kester was subject to the non-competition and non-solicitation provisions of his RC Agreement until May 19, 2024.

53. Without accounting for any equitable tolling, based on his voluntary termination date of July 31, 2023, Beverly was subject to the non-competition and non-solicitation provisions of his RC Agreement until July 31, 2024.

54. Without accounting for any equitable tolling, based on his voluntary termination date of September 15, 2023, Kevin Black was subject to the non-competition and non-solicitation provisions of his RC Agreement until September 15, 2024.

55. Without accounting for any equitable tolling, based on his voluntary termination date of September 4, 2024, Granger was subject to the non-competition and non-solicitation provisions of his RC Agreement until September 4, 2025.

56. Upon information and belief, while he was still subject to an RC Agreement, Kester directly and/or indirectly (through Eckart and/or others) recruited Kevin Black, Beverly, Richard “Ricky” Howard (who was the former Manager of Sales of AED/WESCO’s Conyer’s Branch on or before his voluntary termination on January 13, 2023), and Jeffrey “Scott” Blackman (who was a former Outside Sales Senior Representative for AED/WESCO’s Canton Branch on or before his voluntary termination on April 7, 2023) to leave AED/WESCO and work with them on creating “AED 2.0.”

57. Upon information and belief, while Kester and/or Kevin Black were still subject to an RC Agreement, they directly and/or indirectly assisted Eckart in recruiting several employees to leave AED/WESCO’s Suwanee Branch and join Eckart’s nearby locations in Buford and/or Braselton, including Blaine Luca (on and/or before his voluntary termination on December 8, 2023), Matthew Black (on and/or before his voluntary termination on July 7, 2024), Christopher

Lombardo (on and/or before his voluntary termination on August 6, 2024) and Spratlin (on and/or before his voluntary termination on September 3, 2024).

58. These and other AED/WESCO employees would not have left AED/WESCO to join Eckart without receiving assurances that Eckart was already working with, and/or that they would be working with, Kester and/or Kevin Black at Eckart.

59. While they were still employed at AED/WESCO and/or still subject to their RC Agreements, Beverly and Granger directly and/or indirectly solicited their direct reports and peers to resign from AED/WESCO and join Eckart, and made such solicitations on behalf of and/or in coordination with Eckart. For example:

a. Beverly directly and/or indirectly recruited AED/WESCO's entire Carrollton team, including Craig Hampton (Operations Manager) and Chris Kelly (Inside Sales Representative), to join Eckart's newly constructed facility close to AED/WESCO's Carrollton Branch on and/or before their voluntary terminations on July 8, 2024.

b. Granger successfully recruited AED/WESCO employee Jason Ingram (Account Manager) to leave for Eckart on and/or before his voluntary termination on September 20, 2024;

c. Granger assisted Beverly in his unsuccessful efforts to solicit Jessica Allen (Sales Operations Manager) to join Eckart in the summer of 2024.

d. Granger also solicited AED/WESCO employees Todd Gazaway (Inside / Outside Sales) and Cody Larkey (Outside Sales) for Eckart roles.

60. Upon information and belief, Eckart, Kester, and/or Kevin Black were aware of, induced, and actively participated in the solicitations of AED/WESCO's employees by Beverly and/or Granger in violation of their RC Agreements and/or their fiduciary duties and duties of loyalty to AED/WESCO.

61. In 2023 and 2024, more than thirty (30) AED/WESCO employees resigned to join Eckart based on Defendants' concerted misconduct.

62. In violation of their RC Agreements, with Eckart's aid and inducement, Kester, Kevin Black, Beverly, and Granger directly and/or indirectly targeted and poached the branch managers, managers, and sales personnel who had the relationships with AED/WESCO's largest customers and suppliers, so they could maximize the damage to AED/WESCO and the benefit to themselves.

63. In violation of their RC Agreements, Kester, Kevin Black, Beverly, and Granger set up a business with Eckart to compete with AED/WESCO and directly and/or indirectly solicited AED/WESCO's customers (including Luca Electric, Lewis Electrical Contractors, VanKirk Electric, Power Design, and ESU) and convinced AED/WESCO's largest customers to switch their customer specific price files (also known as specific pricing arrangements) with suppliers from AED/WESCO to Eckart, so that: Defendants (and not AED/WESCO) would have the exclusive ability to offer lower prices for critical products those

customers needed to purchase from those suppliers; Defendants could undercut AED/WESCO's sales efforts; and Defendants could ensure that Eckart (and not AED/WESCO) won current projects for and future sales to those customers.

64. As a result of Defendants' creation of a competing venture (which Eckart could not have done without the individual Defendants' assistance), raid of AED/WESCO's workforce, interference with AED/WESCO's customer and supplier relationships, and other misconduct described herein in breach of their RC Agreements, AED/WESCO has shut down some of its Georgia Branches, suffered significant harm to its customer and supplier relationships, lost (and will likely continue to lose) millions of dollars in sales to Eckart, had to hire and train replacement employees, and incurred other mounting losses.

E. Defendants' Misappropriation of AED/WESCO's Trade Secrets and Diversion of Business from AED/WESCO To Eckart

65. In the ordinary course of its business, AED/WESCO generates, records, obtains, and maintains financial, business, scientific, technical, economic, or engineering information (including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, codes, methods, financial plans, product plans, lists of actual or potential customers, etc.) about the business, products and/or services of AED/WESCO, its customers, and its suppliers that derives independent economic value, actual or potential, from not generally being known to, and not being readily ascertainable through proper means by, AED/WESCO's

competitors (like Eckart) who can obtain economic value from the disclosure or use of that information, and that constitutes trade secrets within the scope of the DTSA and the GTSA.

66. AED's trade secrets and other confidential business information are currently owned by WESCO.

67. Now and in the past, AED/WESCO have maintained their trade secrets and other confidential business information on secure servers, limited access to such information on a need-to-know basis, required login and password credentials to access the networks where trade secrets and other confidential information reside, and mandated confidentiality acknowledgments as contained in, among other things, the RC Agreements and a Code of Conduct and Employee Handbook, all of which are reasonable measures to keep such information secret under the DTSA and the GTSA.

68. Several of the individual Defendants (including Kester and Kevin Black) began coordinating with, planning to work for, and/or working with Eckart when they were still employed by AED/WESCO, such that they had direct access to AED/WESCO trade secrets and other confidential business information during their formulation of "AED 2.0," and thus Eckart had the opportunity to access AED/WESCO trade secrets and other confidential business information indirectly.

69. Additionally, several of the individual Defendants (including Granger, Spratlin, and Matthew Black) misappropriated AED/WESCO's trade

secrets and other confidential information to launch “AED 2.0,” and diverted ongoing orders and projects, so that Eckart could usurp AED/WESCO’s sales opportunities.

70. Eckart, including former employees of AED/WESCO who now work for Eckart, knowingly solicited and/or received AED/WESCO’s trade secrets and other confidential information and, upon information and belief, used AED/WESCO’s trade secrets and other confidential information to enrich Eckart and themselves unjustly, to AED/WESCO’s detriment.

71. Examples of the trade secrets that Defendants misappropriated include quotes, product and pricing information, project bid documentation, orders, product cost information, lists of products for customers, customer and supplier identities, special pricing files, margin data, bid and quote histories, bill of material take-offs, master inventory price lists, project pipeline reports, and “large job” spreadsheets (collectively, the “Trade Secrets”).

72. In addition to Spratlin’s misconduct described herein, examples of Defendants’ misappropriation of AED/WESCO’s Trade Secrets and diversion of business include the following events that occurred shortly before they joined Eckart:

a. Granger forwarded from his AED/WESCO email account to his personal email account emails containing “ESU Status Reports” with a significant amount of information regarding the products of a major AED/WESCO supplier.

b. Granger forwarded from his AED/WESCO email account to his personal email account quotes from manufacturers like Leviton that contained pricing and product information.

c. Granger forwarded from his AED/WESCO email account to his personal email address an invitation to bid on a project for Old Peachtree Apartments along with information he received from Electrical Services Unlimited and a major supplier's bill of material for the project.

d. Matthew Black – the son of Kevin Black – forwarded multiple emails from his AED/WESCO email account to his personal email account that included product information and pricing (*e.g.*, LECI Stock Board Sheet, a major supplier's status reports, packaging slips containing part numbers and quantities, and large job lists).

e. Upon information and belief, Matthew Black, while still employed by AED/WESCO, began diverting customer orders to Eckart through use of Lighting Associates as an external quoting representative and facilitated the transfer of customer-owned materials from AED/WESCO's warehouse to Eckart's warehouse, before he departed AED/WESCO.

73. While the other individual Defendants opened and began operating Eckart's Georgia locations, Spratlin remained at AED/WESCO.

74. Spratlin posed as a loyal AED/WESCO employee, but in fact was serving Eckart's interests as an insider and laying the groundwork for his own

transition to Eckart.

75. While he was still employed with AED/WESCO, and shortly before he joined Eckart, Spratlin, *inter alia*:

a. Diverted orders for Power Design, RAI-USA, Brittain Electric, and other customers to Eckart (via Lombardo, who had already joined Eckart) by instructing them to re-issue to Eckart purchase orders they had submitted to AED/WESCO, misrepresenting AED/WESCO's capabilities, and/or telling them to work with Eckart (instead of AED/WESCO) in the future;

b. Off-loaded AED/WESCO inventory to Eckart at low margins, in violation of AED/WESCO policy mandating minimum margins on sales to Eckart with knowledge that Eckart would then sell those products to AED/WESCO customers (instead of AED/WESCO selling those products to its customers), thereby depleting AED/WESCO stock, eroding AED/WESCO's profits, subsidizing Eckart's start-up supply, and increasing Eckart's profits;

c. In selling such products to Eckart, emailed one or more Eckart employees the percentage of AED/WESCO's margin thereby also revealing confidential information about AED/WESCO's costs to acquire those products;

d. Emailed to Lombardo (who had already joined Eckart) substantial pricing sheets, quotes for active customer projects, and other

highly sensitive competitive information just a few days before he left AED/WESCO to join Eckart via one or more emails to Lombardo's Eckart email account;

e. Emailed proprietary status reports, bid invitations, and bills of material from his AED/WESCO email account to his personal email account;

f. Sent Matthew Black (who had already joined Eckart) confidential documents identifying products AED/WESCO sold to a customer, LECI via one or more emails to Matthew Black's Eckart email account;

g. Upon information and belief, downloaded many if not all of his AED/WESCO emails and then sent them to his personal email account shortly before he left AED/WESCO so that he could reference and utilize those highly confidential records while he worked for Eckart; and

h. Delayed in returning his company-issued laptop after he left AED/WESCO and apparently used a program to "scrub" the laptop before he returned it to AED/WESCO.

76. Upon information and belief, Eckart (including its employees who used to work for AED/WESCO) used the Trade Secrets and other confidential commercial information they misappropriated from AED/WESCO to interfere with AED/WESCO's customer and supplier relationships and make sales to those customers and with those suppliers that AED/WESCO would have made absent

their tortious interference, including in connection with some or all of the examples listed herein.

77. Upon information and belief, Granger, Matthew Black, Spratlin, and others were acting at the direction of, in concert with, and/or based on solicitations and/or inducements from Eckart and others in misappropriating AED/WESCO's Trade Secrets and tortiously interfering with AED/WESCO's customer relationships, and were induced to breach their RC Agreements, fiduciary duties, and/or duties of loyalty to AED/WESCO, including in connection with some or all of the examples listed herein.

78. Defendants acquired these and other AED/WESCO's Trade Secrets by improper means and, upon information and belief, have disclosed AED/WESCO's Trade Secrets, have used AED/WESCO's Trade Secrets to compete with AED/WESCO, and/or will inevitably use AED/WESCO's Trade Secrets to compete against AED/WESCO.

F. Damage to AED/WESCO

79. As a direct and proximate result of Defendants' concerted conduct described herein, AED/WESCO has suffered and will continue to suffer: lost sales; lost profits; increased employee recruiting, training, and retention costs; loss of goodwill with customers and suppliers; diminished value of its Georgia operations; reputational harm; and irreparable harm for which legal remedies are inadequate.

80. As a direct and proximate result of Defendants' concerted

misconduct, the Georgia Branches experienced a sudden, rapid, and unprecedented decline in sales over the past few years.

81. As a direct and proximate result of Defendants' concerted misconduct, the majority of the Georgia Branches' employees departed for Eckart such that AED/WESCO had to close some of those branches, further decreasing the ability of AED/WESCO to compete in those areas.

82. As a direct and proximate result of Defendants' concerted misconduct, AED/WESCO lost millions of dollars in revenue, Eckart received millions of dollars in corresponding ill-gotten gains from sales AED/WESCO would have made absent their tortious conduct, and the individual Defendants have unjustly benefitted from those sales as well through their contracts and/or employment arrangements with Eckart.

83. As a direct and proximate result of Defendants' concerted misconduct, AED/WESCO also incurred attorney's fees, costs, and other expenses associated with investigating their actions and prosecuting this case.

CAUSES OF ACTION

Count I

Breach of Restrictive Covenant Agreements Against Kester, Kevin Black, Beverly, and Granger

84. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

85. Kester, Kevin Black, Beverly, and Granger were subject to RC

Agreements with AED/WESCO containing non-competition, non-solicitation, and confidentiality restrictions.

86. Kester, Kevin Black, Beverly, and Granger breached their RC Agreements by directly and/or indirectly: (a) competing against AED/WESCO during their restricted periods; (b) soliciting AED/WESCO's employees to join Eckart during their restricted periods; (c) soliciting AED/WESCO's customers to purchase products through Eckart during their restricted periods; and/or (d) misappropriating AED/WESCO's confidential information.

87. As a result of their breaches of the RC Agreements, AED/WESCO has suffered damages (*e.g.*, lost revenues, lost profits, disruption of customer and supplier relationships, loss of goodwill, reputational harm, increased employee recruiting, training, and retention costs, and other losses), and is entitled to recover compensatory and/or consequential damages from these Defendants.

88. WESCO is entitled to equitable tolling and extension of the post-employment restricted periods of those RC Agreements for the duration of Defendants' breaches so that the restrictive covenants run for the full period of Defendants' RC Agreements.

89. WESCO is further entitled to injunctive relief, including an order requiring Kester, Kevin Black, Beverly, and Granger to:

- a. comply with the non-competition and non-solicitation restrictive covenants in the RC Agreements in the restricted area during the remaining period that they should have complied, but failed to comply,

with their RC Agreements, such that they are each prohibited from directly and/or indirectly competing against WESCO, soliciting WESCO's customers, and soliciting WESCO's employees for upwards one (1) year; and

b. comply with their confidentiality obligations in the RC Agreements, including by returning, destroying, and refraining from using or disclosing WESCO's confidential information in perpetuity, and by certifying their compliance with such order.

Count II

Breach of Fiduciary Duty and Duty of Loyalty Against Kester, Kevin Black, Granger, Matthew Black, and Spratlin

90. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

91. As key leaders, managers, and salespersons, Kester, Kevin Black, Granger, Matthew Black, and Spratlin owed fiduciary duties and/or duties of loyalty to AED/WESCO.

92. Kester, Kevin Black, Granger, Matthew Black, and Spratlin breached those duties by, *inter alia*, working with Eckart to create "AED 2.0" to compete against AED/WESCO, diverting orders from AED/WESCO to Eckart, soliciting AED/WESCO's employees and customers for Eckart, selling AED/WESCO's inventory to Eckart at below-authorized margins, and misappropriating AED/WESCO's Trade Secrets while they were still working for

AED/WESCO.

93. As a result of the breaches of their fiduciary duties and/or duties of loyalty by Kester, Kevin Black, Granger, Matthew Black, and Spratlin, AED/WESCO has incurred substantial damages, is entitled to recover damages from them, and is entitled to recover punitive damages from them for their willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to consequences.

Count III

Aiding and Abetting Breach of Fiduciary Duty and Duty of Loyalty Against Eckart

94. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

95. The individual Defendants owed fiduciary duties and/or duties of loyalty to AED/WESCO that they breached as described herein with substantial inducements, assistance, and encouragement from Eckart.

96. Eckart was aware of the individual Defendants' relationships with and duties to AED/WESCO, yet actively induced, conspired with, and/or aided and abetted the individual Defendants to breach their duties through improper means and with intent to injure AED/WESCO.

97. Eckart knowingly, intentionally, and maliciously aided and abetted, procured, and/or induced the breaches of these fiduciary duties and/or duties of

loyalty, and/or otherwise tortiously interfered with these fiduciary relationships.

98. Eckart lacked any privilege or justification to engage in such misconduct.

99. As a result of the breaches of fiduciary duties and/or duties of loyalty that were aided and abetted by Eckart, AED/WESCO has incurred substantial damages, is entitled to recover damages from Eckart, and is entitled to recover punitive damages from Eckart for its willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to consequences.

COUNT IV

Tortious Interference with Employee Contracts and Relationships Against Eckart, Kester, Kevin Black, Beverly, and Granger

100. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

101. AED/WESCO had valid contractual and business relationships with its employees in the Georgia Branches, including the individual Defendants and the other individuals who defected from the Georgia Branches to Eckart *en masse* due to Defendants' raid.

102. Upon information and belief, through their conspiratorial dealings, Eckart, Kester, Kevin Black, Beverly, and Granger exchanged and/or acquired knowledge of the RC Agreements as well as the relationships between AED/WESCO and its employees.

103. Eckart, Kester, Kevin Black, Beverly, and Granger knowingly, intentionally, and maliciously interfered with AED/WESCO's employment relationships through improper means (*e.g.*, through breaches of their RC agreements, inducing breaches of the RC Agreements, and inducing breaches of fiduciary duties and/or duties of loyalty, etc.) and with intent to injure AED/WESCO.

104. Eckart, Kester, Kevin Black, Beverly, and Granger acted in concert to directly and/or indirectly interfere with AED/WESCO's employment relationships.

105. Eckart, Kester, Kevin Black, Beverly, and Granger lacked any privilege or justification to interfere with AED/WESCO's contractual and business relationships with its employees.

106. As a result of their tortious interference with AED/WESCO's employment relationships, AED/WESCO has incurred substantial financial injury and other harm from the departure of many employees (among other things), is entitled to recover damages from Eckart, Kester, Kevin Black, Beverly, and Granger, and is entitled to recover punitive damages from Eckart, Kester, Kevin Black, Beverly, and Granger for their willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to consequences.

107. Because their tortious interference with WESCO's employment relationships is ongoing and is likely to cause immediate and irreparable injury

to WESCO, WESCO is also entitled to injunctive relief to prevent Eckart, Kester, Kevin Black, Beverly, and Granger from continuing to interfere with WESCO's employment relationships in the future.

COUNT V

Tortious Interference with Customer and Supplier Relationships Against Eckart, Kester, Kevin Black, Matthew Black, and Spratlin

108. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

109. AED/WESCO enjoyed longstanding contractual and/or business relationships with the customers and suppliers of the Georgia Branches, including AED/WESCO's largest customers and suppliers that Defendants convinced to do business with Eckart instead of AED/WESCO.

110. Eckart, Kester, Kevin Black, Matthew Black, and Spratlin knowingly, intentionally, and maliciously interfered with those customer and supplier relationships through improper means (*e.g., inter alia*, diverting orders, competing against AED/WESCO in violation of the RC Agreements, soliciting customers in violation of the RC Agreements, inducing violations of the RC Agreements, breaching fiduciary duties and/or duties of loyalty, inducing breaches of fiduciary duties and/or duties of loyalty, misappropriating Trade Secrets and other confidential information, etc.) and with intent to injure AED/WESCO.

111. Eckart, Kester, Kevin Black, Matthew Black, and Spratlin acted in

concert to directly and/or indirectly interfere with AED/WESCO's relationships with its customers and suppliers.

112. Eckart, Kester, Kevin Black, Matthew Black, and Spratlin lacked any privilege or justification to interfere with AED/WESCO's contractual and business relationships with its customers and suppliers.

113. As a result of tortious interference with customer and supplier relationships by Eckart, Kester, Kevin Black, Matthew Black, and Spratlin, AED/WESCO has incurred substantial financial injury and other harm from lost sales and the termination of some of those relationships (among other things), is entitled to recover damages from them, and is entitled to recover punitive damages from them for their willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to consequences.

114. Because tortious interference with WESCO's customer and supplier relationships by Eckart, Kester, Kevin Black, Matthew Black, and Spratlin is ongoing and is likely to continue to cause immediate and irreparable injury to WESCO, WESCO is also entitled to injunctive relief to prevent them from continuing to interfere with its employment relationships in the future.

Count VI

Misappropriation of Trade Secrets (DTSA, 18 U.S.C. § 1836(b)) Against Eckart, Granger, Matthew Black, and Spratlin

115. WESCO incorporates by reference the foregoing paragraphs 1

through 83 of the Complaint as if fully set forth herein.

116. WESCO is the current legal and/or equitable owner of the Trade Secrets, including any Trade Secrets formerly owned by AED.

117. WESCO's Trade Secrets constitute "trade secrets" related to products and/or services used in, or intended for use in, interstate or foreign commerce, as defined by the DTSA.

118. Eckart, Granger, Matthew Black, and Spratlin knowingly and intentionally misappropriated WESCO's Trade Secrets by acquiring, disclosing, and/or using WESCO's Trade Secrets, without consent, for the benefit of Eckart, themselves, and/or others through improper means in violation of their RC Agreements, fiduciary duties, and/or duties of loyalty.

119. Eckart knowingly and intentionally aided, induced, and/or encouraged Granger, Matthew Black, and Spratlin to acquire, disclose, and/or use WESCO's Trade Secrets, without consent, for Eckart's benefit.

120. As a result of misappropriation of WESCO's Trade Secrets by Eckart, Granger, Matthew Black, and Spratlin, WESCO has suffered, and will continue to suffer, actual losses (including lost sales and lost profits) as well as irreparable harm.

121. As a result of misappropriation of WESCO's Trade Secrets by Eckart, Granger, Matthew Black, and Spratlin, they have profited from, and been unjustly enriched by, their misappropriation of the Trade Secrets, including through sales to WESCO's customers.

122. WESCO is entitled to recover damages from Eckart, Granger, Matthew Black, and Spratlin for its actual losses as well as for the unjust enrichment caused by their misappropriation of the Trade Secrets that is not addressed by the computation of WESCO's actual losses.

123. WESCO is also entitled to injunctive relief, including an order prohibiting Eckart, Granger, Matthew Black, and Spratlin from accessing, viewing, and/or otherwise using WESCO's Trade Secrets, and/or requiring that they return and/or destroy all copies of WESCO's Trade Secrets in their possession, custody, and/or control and certify their compliance with such order.

124. Misappropriation of WESCO's Trade Secrets by Eckart, Granger, Matthew Black, and Spratlin was willful and malicious, such that WESCO is entitled to recover exemplary damages and reasonable attorney's fees under the DTSA.

Count VII

Misappropriation of Trade Secrets (GTSA) Against Eckart, Granger, Matthew Black, and Spratlin

125. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

126. WESCO is the current legal and/or equitable owner of the Trade Secrets, including any Trade Secrets formerly owned by AED.

127. WESCO's Trade Secrets constitute "trade secrets" related to products and/or services used in, or intended for use in, interstate or foreign

commerce, as defined by the GTSA.

128. Eckart, Granger, Matthew Black, and Spratlin knowingly and intentionally misappropriated WESCO's Trade Secrets by acquiring, disclosing, and/or using WESCO's Trade Secrets, without consent, for the benefit of Eckart, themselves, and/or others through improper means in violation of their RC Agreements, fiduciary duties, and/or duties of loyalty.

129. Eckart knowingly and intentionally aided, induced, and/or encouraged Granger, Matthew Black, and Spratlin to acquire, disclose, and/or use WESCO's Trade Secrets, without consent, for Eckart's benefit.

130. As a result of their misappropriation of WESCO's Trade Secrets, WESCO has suffered, and will continue to suffer, actual losses (including lost sales and lost profits) as well as irreparable harm.

131. As a result of their misappropriation of WESCO's Trade Secrets, Eckart, Granger, Matthew Black, and Spratlin have profited from, and been unjustly enriched by, their misappropriation of the Trade Secrets, including through sales to WESCO's customers.

132. WESCO is entitled to recover damages from Eckart, Granger, Matthew Black, and Spratlin for its actual losses as well as for the unjust enrichment caused by their misappropriation of the Trade Secrets that is not addressed by the computation of WESCO's actual losses.

133. WESCO is also entitled to injunctive relief, including an order prohibiting Eckart, Granger, Matthew Black, and Spratlin from accessing,

viewing, and/or otherwise using WESCO's Trade Secrets, and/or requiring that they return and/or destroy all copies of WESCO's Trade Secrets in their possession, custody, and/or control and certify their compliance with such order.

134. Misappropriation of WESCO's Trade Secrets by Eckart, Granger, Matthew Black, and Spratlin was willful and malicious, such that WESCO is entitled to recover exemplary damages and reasonable attorney's fees under the GTSA.

COUNT VIII

Civil Conspiracy Against Eckart, Kester, Kevin Black, Matthew Black, and Spratlin

135. WESCO incorporates by reference the foregoing paragraphs 1 through 83 of the Complaint as if fully set forth herein.

136. In pursuit of their scheme to create "AED 2.0" to compete with AED/WESCO, Eckart, Kester, Kevin Black, Matthew Black, and Spratlin combined and conspired to tortiously interfere with the RC Agreements and AED/WESCO's employment relationships, breach fiduciary duties and/or duties of loyalty, aid and abet breaches fiduciary duties and/or duties of loyalty, tortiously interfere with customer and supplier relationships, and misappropriate Trade Secrets, among other torts.

137. As a result of conspiratorial misconduct by Eckart, Kester, Kevin Black, Matthew Black, and Spratlin, AED/WESCO has incurred substantial financial injury and other harm described herein, is entitled to damages recover

from them, and is entitled to recover punitive damages from them for their willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which would raise the presumption of conscious indifference to consequences.

138. Eckart, Kester, Kevin Black, Matthew Black, and Spratlin are jointly and several liable for their conspiratorial misconduct.

PRAYER FOR RELIEF

WHEREFORE, WESCO respectfully requests that the Court, *inter alia*:

A. Award WESCO compensatory and consequential damages, including lost profits, replacement and recruiting costs, loss of goodwill, reputational harm, and/or diminution in business value, holding each of the Defendants jointly and severally liable for the damages.

B. Order disgorgement of Defendants' unjust enrichment and impose a constructive trust over all profits derived from their misconduct for transfer to WESCO.

C. Award exemplary and punitive damages to WESCO for Defendants' willful and malicious trade secret misappropriation and other tortious conduct.

D. Award WESCO reasonable attorneys' fees, costs, and other litigation expenses pursuant to 18 U.S.C. § 1836(b)(3)(D), O.C.G.A. § 10-1-764, O.C.G.A. § 13-6-11, and other applicable law.

E. Award WESCO all pre-judgment and post-judgment interest it is entitled to recover on the foregoing amounts.

F. Enter temporary, preliminary, and permanent injunctions requiring each and/or all of the Defendants to:

1. refrain from soliciting WESCO's employees, customers, and suppliers for the duration of the RC Agreements' post-employment periods, as extended by their breaches;

2. refrain from competing with WESCO within the restricted territory for the duration of the RC Agreements' post-employment periods as extended by their breaches; and

3. return, destroy, and refrain from accessing, using, or disclosing WESCO's Trade Secrets and confidential information in perpetuity, and certify their compliance with such order;

4. refrain from tortiously interfering with WESCO's employment relationships; and

5. refrain from tortiously interfering with WESCO's customer and supplier relationships.

G. Enter a document preservation order prohibiting the destruction, deletion, alteration, or transfer of any potentially relevant documents, data, and other information in the possession, custody, and/ control of Defendants and any relevant third parties.

H. Enter a quarantine order prohibiting Defendants and any relevant third parties from destroying, deleting, altering, accessing, or transferring any documents, data, or other information relating to the misappropriation of

WESCO's Trade Secrets and other confidential information.

I. Order Defendants to produce a sworn affidavit identifying all devices, accounts, repositories, or other locations in their possession, custody, or control where any documents, data, or other information comprising or containing WESCO's Trade Secrets or other confidential information reside, with a chain of custody log.

J. Appoint an independent, neutral forensic examiner, at Defendants' expense, to: (a) image and preserve relevant devices, cloud accounts, servers, systems, and other data storage locations used by Defendants; (b) identify, segregate, and remove WESCO's Trade Secrets and other confidential information; and (iii) certify deletion and non-use.

K. Grant WESCO such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

WESCO hereby demands a trial by jury on all issues so triable.

Dated: December 1, 2025

Respectfully submitted,

/s/ Patrick M. Emery

Patrick M. Emery

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