

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Sonrai Systems, LLC,

Plaintiff,

v.

Anthony M. Romano, Geotab, Inc., The Heil
Co. d/b/a Environmental Solutions Group and
Alliance Wireless Technologies, Inc.

Defendants.

Civil No. 1:16-cv-3371

JURY TRIAL DEMANDED

Honorable Thomas M. Durkin

SECOND AMENDED COMPLAINT

Plaintiff, Sonrai Systems, LLC (“Sonrai”) for its Second Amended Complaint against Anthony M. Romano (“Romano”), Geotab, Inc. (“Geotab”), The Heil Co. d/b/a Environmental Solutions Group (“Heil”) and Alliance Wireless Technologies, Inc. (“AWTI”) states as follows:

SUMMARY OF CLAIMS

1. Plaintiff has asserted claims for: (1) tortious interference with contracts and prospective economic advantage against Geotab; (2) violation of Section 43(a) of the Lanham Act, 15 U.S.C. 1125, against Geotab; (3) violation of the Illinois Uniform Deceptive Practices Acts against Geotab; (4) breach of contract against Geotab; (5) breach of fiduciary duty against Romano; (6) breach of contract against Heil; (7) tortious inducement of breach of fiduciary duty against Heil; and (8) unjust enrichment against Heil and AWTI.

THE PARTIES

2. Sonrai is an Illinois limited liability company with its principal place of business located at 25W102 Ramm Drive, Naperville, IL 60564; its members are all Illinois residents. Sonrai is an information technology company with extensive experience in the equipment manufacturing, waste collection and management industries.

3. Romano is a resident of the state of Pennsylvania with an address at 343 Strathmore Rd., Havertown, Pennsylvania, 19083-3733. Romano was Executive Vice President of Sonrai until he resigned on January 11, 2016.

4. Geotab is a corporation organized under the laws of Ontario, Canada with its principal place of business at 1075 North Service Road West, Unit 21, Oakville, Ontario, L6M2G2, Canada. Geotab provides what it describes as an “open fleet management platform.”

5. Heil is a Delaware corporation headquartered in Chattanooga, Tennessee.

6. Heil acquired AWTI, a Texas corporation headquartered in Houston, Texas, in September of 2016. AWTI now calls itself “3rd Eye, a Dover Company.” Sonrai hereafter references AWTI as “3rd Eye.”

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as this is an action regarding a dispute between parties of different states (in the case of Defendants Romano, Heil and AWTI) or countries (in the case of Defendant Geotab), and the amount in dispute exceeds \$75,000.00. Venue is proper under 28 U.S.C. § 1391(b)(1) and (2) because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this district. Venue is also proper under § 1391(b)(1) for Defendant, Geotab since it is not resident in the United States.

8. This Court has personal jurisdiction over Romano. Romano was an employee of Plaintiff since 2006. During the course of his employment, Romano made frequent visits to the State of Illinois in this district to regularly conduct business activities. Romano has committed tortious acts in Illinois and this district. Romano’s wrongful conduct arises out of and is related to the business he has transacted and the tortious acts he has committed within this state and district.

9. This Court has personal jurisdiction over Geotab. Geotab advertises in Illinois, through among other activities, advertising its company on sanitation equipment. Geotab transacts business with Plaintiff in this district and has committed tortious acts in Illinois in this District. Geotab's wrongful conduct arises out of and is related to the business it has transacted and the tortious acts it has committed within this state and district.

10. This Court has personal jurisdiction over Heil and 3rd Eye, both of which regularly advertise and sell products in Illinois and regularly conduct business in Illinois with their parent company, Dover Corp. In addition, specific jurisdiction exists over Heil and 3rd Eye inasmuch as their conduct described below was directed against an Illinois party, resulting in injury in Illinois.

BACKGROUND

11. Sonrai's work in the area of Event Validation Systems has been lauded in the waste hauling industry. As reported in Forbes magazine, Sonrai's work made it one of the recipients of the Sustainability Partnership Game Changer Award for "a strategic plan of sustainable partnerships that would modernize waste and recyclables collection for the 21st century."

12. One of Sonrai's products is the "Vector" system. Vector is a comprehensive telematics and vehicle information system for the waste hauling industry. Among other things, Vector enables a waste hauling truck fleet operator to monitor all relevant data from the truck chassis and the waste collection body in near real-time. This gives the fleet operator benefits in, among other areas, transit visibility, work order management, dispatch operations, route optimization and tracking, and inventory asset optimization. Another Sonrai product is its "RFID" (radio frequency identification) unit, which included hardware for sensing data from a waste receptacle.

Sonrai's Relationship with Geotab

13. Starting in 2014, Sonrai used a website hosted by Geotab in its Vector and RFID products; Sonrai also used hardware sold by Geotab in that implementation. Sonrai augmented the standard Geotab ECM (Engine Control and Monitoring) device in order to monitor the activity in the waste hauling body of a truck (such as lifts); activity which Geotab's existing devices did not monitor.

14. At Geotab's request, Sonrai coordinated its activities with Assured Telematics, Inc. ("ATI"), a Geotab partner which had released an application center designed specifically for fleets using the Geotab platform. Geotab described ATI to Sonrai as "our hardware reseller." Under Sonrai's arrangement with Geotab and ATI, for each truck connected to the Geotab platform, Sonrai paid ATI approximately \$30 per month, nearly 90% of which ATI remitted to Geotab.

15. Sonrai's relationship with Geotab was different than that of a standard Geotab "reseller," inasmuch as Sonrai was developing applications which were unique to the waste hauling industry, which applications had the prospect of bringing a significant volume of new business to the Geotab platform. In that vein, in January of 2014, Geotab and Sonrai executed a Confidential Information Agreement to govern the evaluation "a possible business transaction." (Exhibit A). That Agreement protected not only trade secrets, but also "confidential information" of both parties.

16. On June 24, 2014 Sonrai also contracted with Geotab for the purchase of a "Premium Server" branded with Sonrai's banner, within which Sonrai built a site specific to its product. The Premium Server also allowed customers to interact with Sonrai's website.

17. In 2014 and 2015, Sonrai developed software for its site on the Geotab platform, which included a dashboard for critical waste hauling data events, login screens, drop down

lists for rules and filtering, and the creation of service area maps. Sonrai also created a Sonrai Systems Geotab Application User Guide for customer navigation of the Sonrai portal on the Geotab platform. Sonrai's costs for integrating its software into the Geotab platform were approximately \$130,000.

18. Sonrai officer Romano worked closely with Geotab and ATI, not only on the Sonrai site development, but also in the pursuit of mutual business opportunities. For example, on June 15, 2015, Romano sent a "Mack Confidential" email to Jon Shapiro, Geotab's Senior Manager of Partner Management, about the shared business opportunity of Mack Truck, stating, "As a partner, we are glad to share this data with you to help your pursuit of Mack as a Geotab platform." Romano went on to explain:

Jon, I understand and agree with Geotab's normal model of integrating as much as you can with the manufacture and then turning all of your resellers loose on it. In the waste industry, things may be a little different. *Sonrai had a brand and credibility as a data provider in the waste industry prior to our development with Geotab. The integrated body with the chassis has been a Holy Grail item in the waste business.* I think some of Mack's attention to Sonrai is because we were able to get that completed. Sonrai's experience with chassis specifications and waste collections processes allows us to deploy and be much more relevant than any other data provider in the industry.

(Emphasis added).

19. Sonrai's assistance enabled Geotab to land Mack Truck as a customer for the Geotab platform.

20. ATI assured Sonrai that it was working on Sonrai's behalf and that its dealings with Sonrai would remain confidential. For example, in February of 2015, ATI's President, Frank Pellitta, forwarded Romano an email he had sent to Neil Cawse, Geotab's CEO stating, "Please consider these discussions under the ATI/Geotab NDA (we have our own with Sonrai/Heil)." Sonrai has been unable to locate an NDA with ATI; either ATI's President was mistaken, or Romano destroyed or deleted it when he resigned from Sonrai. In any event, ATI

unquestionably understood, as further confirmed below, that Sonrai's information relating to its products would remain confidential.

21. In June of 2015, ATI President Pellitta wrote Geotab's Manager of Solutions Engineering, Jordan Guter, on Sonrai's behalf to address a concern that "Geotab has done nothing to protect the work that Tony [Romano] has done in regards to his competitors being able to use the data produced with Tony." In response, Geotab (Guter) assured ATI that Sonrai's information would remain confidential: "*we've ensured not to share this [Sonrai] information with anyone.*" (emphasis added).

22. By late 2015, ATI realized that Sonrai presented a unique opportunity for the Geotab platform, thus requiring a new arrangement with Geotab. On November 6, 2015, ATI President Pellitta wrote Romano: "Obviously ATI/Sonrai is the only [Geotab] reseller with the technical capabilities to create the custom apps and data feeds required by waste management, so we have to come up with a 'plan b' which I am not yet sure of."

23. Geotab also recognized that Sonrai's technology specific to the waste hauling industry merited the negotiation of a direct contract between Geotab and Sonrai. In November of 2015, Geotab began discussions with Romano of how to divide responsibility for sales and support of the Sonrai application on the Geotab platform. On November 18, 2015, Colin Sutherland, Co-Founder of Geotab, wrote Romano about what he titled "Next Steps":

- To avoid issues with Tier ½ support of the Customer, regardless of which partner sold the hardware, Geotab would agree to take the Customer Support call for device support – not Sonrai support.

Draft thinking there is:

- *Sonrai would become an Application that Sonrai would sell direct to Customer*
- *Sonrai would support Customer for the Sonrai software*

* * *

We want to have a proper draft proposal that will be shared with all Customer stakeholders next week.

(Emphasis added). Due to Romano's ownership play, and subsequent resignation – more fully addressed below – these Geotab proposals never made it into an executed contract.

Sonrai's Relationship with Progressive

24. In late 2014, Sonrai began negotiations with Progressive Waste Solutions ("Progressive") to place Vector in all of Progressive's approximately 5,000 trucks. As part of that process, Progressive initially arranged with Sonrai to place and test 276 Vector units in five different Progressive sites, and 139 RFID units in four different Progressive sites. The purpose of these placements was to determine whether Progressive would deploy Sonrai's products in all of Progressive's trucks. Sonrai incurred significant installation and testing expenses surrounding these efforts, only a portion of which were reimbursed by Progressive.

25. Progressive successfully promoted and demonstrated what it called the "web based Sonrai GPS system" to land a significant waste hauling contract for the Region of Peel, Ontario, in November of 2015.

26. Progressive was quite pleased with the performance of Sonrai's Vector and RFID products. Progressive executive Chuck Palmer, Director of Information Technology-Operations Applications, repeatedly praised the performance of the Sonrai products and voiced his eagerness to place those products in all of Progressive's trucks. For example, in a meeting with Sonrai on October 20, 2015, Palmer declared that Sonrai's product "is a game changer; nobody can touch us." Also, on October 20, 2015, Palmer proposed the following financial terms for the rollout of Sonrai products on all of 4,860 Progressive's trucks for a minimum of three years: (1) the Vector device at a price of \$246.70 per truck; (2) additional hardware

including cables at \$350 per truck; (3) an installation fee of \$75 per truck; and (4) a data fee of \$45.29 per month per truck. Palmer also proposed specific pricing for add-ons to be provided by Sonrai on an as-needed basis, such as inclinometers for the older trucks in Progressive's fleet, and RFID units. Sonrai agreed to those terms.

27. In early January of 2016, Palmer informed Sonrai that Progressive's board of directors had approved the terms of the contract, and that Progressive would be drafting a formal contract for execution.

28. Sonrai worked directly with Geotab in troubleshooting the deployment of the Sonrai products for the Region of Peel. For example, on December 16, 2015, Romano contacted Geotab about delays in the receipt of certain of the signals. Romano cautioned, "We will be needing this functionality operating properly when Progressive starts collections in the Region of Peel on Jan. 4."

29. Geotab understood that the Peel project was the precursor to a fleet-wide deployment at Progressive. On January 5, 2016, ATI President Pellitta informed Geotab's Sutherland: "The opportunity with Progressive Waste is very large beyond this one install at Peel, but this install is the benchmark for Progressive to move forward with Geotab."

Sonrai's Relationship With Waste Management

30. In 2015, Waste Management began working with Sonrai on an integrated data project, one aspect of which was an application designed to compress chassis delivery times, which application would also be accessed through Sonrai's portal on the Geotab platform.

31. In that regard on December 7, 2015, Waste Management's Corporate Fleet Director, Marty Tufte, instructed Jordan Guter, Geotab's Manager of Solutions Engineering:

Please let this email serve as my request for Geotab to provide WM chassis data from all manufacturers and resellers to Sonrai Systems. WM will be working with Sonrai to identify and track procedures in the manufacturing and delivery process

with the goal of condensing the delivery time. *Please consider Sonrai Systems as the data agent for WM for this project.*

(Emphasis added).

32. Geotab Support Engineer Jobin Thayilchira represented on December 14, 2015: *“I will make sure Sonrai has access to all vehicle information after the merge.* I have been working with Marty directly to make sure everything will be set the way he prefers.”

(Emphasis added).

Romano Makes A Play For Ownership In Sonrai

33. Progressive worked closely with Sonrai Vice President Romano in the deployment of the Sonrai products at the various Progressive sites. In late 2015, Romano attempted to leverage his relationships with Progressive, Geotab and Heil (as more fully described below) into an ownership interest in Sonrai. This effort culminated with a January 11, 2016, ultimatum to Sonrai that absent the demanded ownership interest, Romano would resign. When Sonrai did not accede, Romano resigned.

Geotab And Romano Destroy Sonrai’s Relationship With Progressive And Others

34. Before and after his resignation, Romano discussed with Geotab and Progressive the possible implementation of a technology platform to mimic Sonrai’s technology. After his resignation, Romano continued to access Sonrai’s portal on Geotab with new credentials supplied by Geotab. After his resignation, Romano also arranged meetings between Progressive and Geotab to enlist Geotab’s support in cutting Sonrai out of the project to deploy Sonrai’s products across Progressive’s entire fleet.

35. During its discussions with Progressive, Geotab discussed Sonrai’s existing deployment of products in Progressive trucks, as well as the planned deployment of those products across Progressive’s entire fleet. In those discussions, Geotab not only disparaged

Sonrai, it also made statements suggesting that Sonrai did not own its products, and that its distribution of such products was unlawful. Among other things, Geotab represented to Progressive that “Sonrai was not an authorized distributor of the software” used in Vector, and “did not have the right to license this software to [Progressive].” Sonrai first learned of these representations in March of 2017.

36. During meetings with Progressive, Geotab also gave Progressive administrative access to Sonrai’s site, allowing Progressive to view route and other information of Sonrai’s other customers. Geotab gave Progressive such access without Sonrai’s authorization. This action was in violation of the Confidential Information Agreement; it also was contrary to the June 11, 2015 assurance of Geotab that “we’ve ensured not to share this [Sonrai] information with anyone.”

37. These efforts succeeded. On March 2, 2016, Palmer wrote Sonrai, “Effective March 1st Progressive will be supported by the recommended Geotab supplier and will be moving all of our units over to their support program.” Palmer also stated that Progressive had been able to view route and other information of Sonrai’s other customers after Geotab gave Progressive administrative access to Sonrai’s site.

38. Shortly thereafter, Sonrai’s planned venture with Waste Management also flamed out, purportedly due to Geotab’s inability to provide Sonrai access to requested chassis data. On information and belief, since then, Geotab devices have been deployed on every new truck in Waste Management’s fleet.

Heil’s Dealings With Sonrai And Romano

39. Heil is a leading manufacturer of waste hauling vehicles in the United States. Once Heil learned of Sonrai’s Vector product, it began efforts to obtain control over that product, either through the acquisition of Sonrai or other means.

40. As one Heil executive internally declared:

Sonrai Systems provides a unique opportunity for extracting data from a refuse collection vehicle (RCV), and highly evolved analysis and reporting of that data, enabling customers to make better decisions and improve asset utilization. Although a small company, Sonrai is well known and well respected in the industry due to their background as haulers. . . . Sonrai's proprietary framework, imbedded in Vector standard hardware, is a cost-effective (< \$500 list price) technology for extracting available data from an RCV, allowing Heil to include as part of its standard offering on every unit.

41. As part of its effort to gain control over Vector, on June 24, 2014, Heil entered into a Confidentiality Agreement with Sonrai (Ex. B) for the ostensible purpose of evaluating Sonrai's confidential information "for a possible sale, licensing or other collaborative refuse collection vehicle data collection and reporting. . . ." The Confidentiality Agreement also expressly provided that all communications regarding the potential transaction would go through Sonrai officer Romano.

42. The Confidentiality Agreement also provided:

If either party decides that it does not wish to proceed with the Potential Transaction with the other party, the party that so decides will promptly inform the other party of that decision. In that case, each party will promptly deliver to the other party all documents and other physical embodiments of Evaluation Material (and all copies thereof) furnished to it or its Representatives pursuant hereto and provide written certification to the other party that all such documents have been returned. In the event of such a decision or request, all other Evaluation Material prepared by the Receiving Party or its Representatives shall promptly be destroyed, subject to the Receiving Party's right to retain one archive copy thereof for compliance purposes, and upon the request of the Disclosing Party, the Receiving Party will provide written certification thereof to the Disclosing Party. ***Notwithstanding the return or destruction of the Evaluation Material, each party will continue to be bound by its obligations of confidentiality and other obligations hereunder.***

* * *

all of the Evaluation Material prepared by a Disclosing Party and provided to a Receiving Party shall remain the sole and exclusive property of the Disclosing Party and provided to a Receiving Party shall remain the sole and exclusive property of the Disclosing Party. . . . Further, this letter agreement shall not be

construed to limit the Receiving Party's right to independently develop or acquire business ideas, products or technologies similar to or the same as that which is provided by the Disclosing Party; ***provided that the Receiving Party does not use Evaluation Material of the Disclosing Party in the development or acquisition of such ideas, products or technologies.***

(Ex. B at 3; *emphasis added*).

43. The Confidentiality Agreement also prohibited Heil from directly or indirectly soliciting the employment of any Sonrai officer or employee.

In consideration of the Evaluation Material being furnished to the Receiving Party, the Receiving Party hereby agree that, for a period of two (2) years from the date hereof, neither the Receiving Party nor any of its affiliates and Representatives will directly or indirectly solicit to employ any of the officers or employees of the Disclosing Party so long as they are employed by the Disclosing Party, or any other person who was employed by the Disclosing Party during the six (6) month period preceding any such solicitation by the Receiving Party, in each case without obtaining the prior written consent of the Disclosing Party; provided however, the foregoing will not prohibit the parties hereto from making a general solicitation for employment that is not specifically targeted at such employees or the hiring of any such employee as a result of such general solicitation.

(Ex. B at 3-4).

**Heil And Romano Demo Vector At WasteExpo 2015;
Major Haulers Are Receptive**

44. Sonrai provided Heil with detailed information about its Vector product, including planned launches, upgrades and customer information. Sonrai also gave Heil passwords for access to Sonrai data behind Sonrai's portal on the Geotab platform. Again, under the Confidentiality Agreement, Heil could only use such information "for a possible sale, licensing or other [collaboration]," and not to develop a competing product.

45. As the result of those disclosures, Heil expressed that it was eager to collaborate with Sonrai on Vector. Among other things, Heil had Sonrai showcase Vector at the Heil booth at WasteExpo in June of 2015, where Vector was implemented in a Heil truck. There, Romano and Heil executive Todd Morrison demonstrated Vector to attendees.

46. Vector was a huge hit at WasteExpo, and Heil reported that Waste Management, Waste Connections, Waste Corp. of America (“WCA”), Republic Services, Inc. (“Republic”) and other major waste haulers expressed keen interest. About Waste Connections, Heil’s Director of Sales, Frank Kennedy, reported that Waste Connections was:

Taking Vector back to corporate offices. . . . WCNX has committed money to Drive Cam system but are open to shift if it makes sense. Told WCNX that Vector could be available out of Heil factory with three months free subscription (per Tony [Romano]). ***This is a real and large opportunity.*** Next steps are to leverage all involved to present to cross functional WCNX team (Ops., Fleet, IT) to pitch both Heil Vector integration and Sonrai back office capabilities.

47. Later that month, Sonrai (through Romano) and Heil demonstrated and tested Vector on Waste Management trucks in Oakland, California.

Sonrai Rejects Heil’s Vague Licensing Proposal

48. Romano informed Heil that Progressive intended to launch a company-wide implementation of Vector. Heil viewed that development as a huge potential benefit; as one Heil executive put it: “By being first to market, we have the opportunity to establish Sonrai as the standard in our industry for extracting, owning, and analyzing data, but we have to move fast, before competitors get entrenched with alternative solutions.” This development lent urgency to Heil’s effort to “control” Vector: “Sonrai Systems rapidly moving ahead with their system-***need to influence/control their direction.***” (*emphasis added*).

49. On August 27, 2015, Heil (Patrick Carroll and Geoff Anthrop) met with Sonrai (Chris Flood and his advisor Mickey Flood) to discuss what Sonrai anticipated would be an acquisition offer. Instead of making an acquisition offer, however, Carroll proposed a possible transaction under which Heil would license Sonrai’s technology and have a “right of first refusal” to acquire Sonrai before any sale to a third party. During this meeting, however, Heil

declined to discuss specific numbers for either licensing or acquisition, stating that it was not prepared to discuss a price.

50. Heil subsequently sent draft documents titled “Joint Marketing and Supply Agreement” and “Right of First Refusal and Option Agreement,” neither of which contained economic terms, as Sonrai had specifically requested. Heil made clear that it wanted to pursue an arrangement that would keep Sonrai working exclusively with Heil, without having to actually buy Sonrai.

Heil and Romano Implement “Plan B”

51. By early November of 2015, Heil realized that Sonrai was not biting on the Heil “non-acquisition” strategy. Accordingly, Heil and Romano decided to embark on an alternative path which would give Heil control over Vector. Under this path, Romano – while still a Sonrai officer -- would assist Heil in developing its own product which would mimic Vector. In particular, Romano would work closely with key Heil executives to replicate Vector’s data mapping and “Virtual Intelligence Layer” which included the ability to (1) view all truck activity in real time; (2) view a “bread crumb trail” of a truck; (3) detect body signals at individual houses; (4) import zones for geofence mapping; and (5) create reporting on all such activity. Romano and Heil kept this plan and these activities secret from Sonrai. In return, Heil promised Romano a position at Heil in the event that Sonrai rejected his bid for ownership.

52. As part of that plan, Romano and Heil executives repeatedly accessed the Sonrai data residing behind Sonrai’s portal on the Geotab platform. Romano also spent several days at Heil offices in early December of 2015 working on the project. Records show that Romano began backing up key information from the hard drive of his Sonrai computer in earnest in

December 2015. Sonrai believes that, among other things, such information included actual code for Vector's service verification and its zone importer.

53. Romano also authored documents for Heil as part of this effort while still an officer of Sonrai. For example, a document which Sonrai has recovered from Romano's company computer showed that "Anthony Romano [of] Sonrai Systems" was the author of the "Heil Dashboard" for a product identical to Vector. (Ex. C).

54. Romano also actively aided Heil in usurping Sonrai business opportunities while he was still a Sonrai officer. For example, in late September of 2015, WCA informed Romano that it wanted to implement Sonrai's Vector in a 19-truck pilot program in Jefferson City Missouri. Romano never informed Sonrai of this development. Instead, Romano secretly arranged for the 19 Heil truck chassis to be outfitted with Vector in November of 2015 and monitored on a separate database which Heil and Romano created on the Geotab platform. Through these actions, Romano greatly increased the likelihood that Heil, and not Sonrai, would land a significant order from WCA for service validation products and services.

55. Romano's activities – most of which pre-dated his January 11, 2016, resignation from Sonrai – were all directed to enabling Heil to develop and launch its own "Vector" product, in violation of his fiduciary duties to Sonrai. Heil encouraged that conduct by the promise of compensation upon Romano's (likely) resignation.

56. Immediately following his resignation from Sonrai, Heil employed Romano to continue working on the same project on which he had secretly been working as a Sonrai officer: the replication of Vector functionality for a "new" Heil product. He did so, once again, using the Sonrai tools he had downloaded from the Sonrai computer, and the data and functionality derived from Vector.

57. As part of that development effort, Romano and Heil employees continued to access Sonrai data residing behind Sonrai's portal on the Geotab platform. Heil employees working with Romano on the project – Anthony Henson, Robert Michener, Eric Munson and Todd Morrison -- beginning in January of 2016 accessed that data a whopping **2,467 times**. The attached access log (Ex. D) shows that Heil executive Todd Morrison continued to access the Sonrai site in 2017. When asked about this, Heil counsel had no logical explanation for these repeated visits, stating only that Morrison represented to him that “there must be some mistake.” There was no “mistake,” just intentional misconduct.

58. Romano and Heil also needed to prevent the planned launch of Vector across the Progressive fleet, as such a launch would give Sonrai what Heil called a “first to market advantage” over the Vector knock-off which Romano and Heil were feverishly building.

59. Accordingly, between January 11 and March 2, 2016, Romano directly communicated with Progressive's Chuck Palmer and Geotab to disparage Sonrai and encourage Progressive to back out of the planned contract with Sonrai.

60. At Heil's direction, Romano also sought to usurp the Sonrai business opportunities with Waste Connections, Republic, WCA and others; opportunities which had been developed with Sonrai assets.

Heil Launches Its Vector Product Through 3rd Eye

61. In September of 2016, Heil acquired AWTI, d/b/a 3rd Eye, a vehicle safety camera company. 3rd Eye was not in the business of monitoring service validation events and had no such capability. After that acquisition, Heil “migrated” its Vector knock-off project – and Romano himself – to 3rd Eye.

62. Heil and Romano thereafter engaged in a “stealth” launch of Heil's Vector product through 3rd Eye without any press release or other fanfare. Indeed, one cannot find the

product on 3rd Eye's website. Nor did 3rd Eye advertise that product at the June 2017 WasteExpo in New Orleans.

63. In July of 2017, Sonrai obtained information about 3rd Eye's service validation event product for the waste industry through a Freedom of Information Act request to the City of Lakeland, Florida. The response to that FOIA request outlined the capabilities of that product and confirmed that Romano's project to replicate Vector was successful. Heil and 3rd Eye are selling that product today to at least Waste Connections and Republic.

**Romano Backs Up Vector Files And
Destroys Evidence To Cover His Tracks**

64. When Romano resigned, he did not return Sonrai's laptop and cellphone. Accordingly, on February 6, 2016, Plaintiff wrote Romano demanding return of the laptop and cellphone. On February 11, 2016, Romano returned the laptop, though it appeared to have been "wiped."

65. After reacquiring the laptop and cellphone from Romano, Sonrai hired computer forensic experts to recover the information that had been "wiped." During that process, Sonrai learned that prior to deleting the laptop hard drive, Romano had engaged in a huge effort to back up the hard drive on his separate backup devices, principally in December of 2015 and early February of 2016. In this litigation, Romano has lied about these actions, claiming that he no longer has any documents whatsoever from his tenure at Sonrai.

66. Recovered information from Romano's laptop included text messages stating:

- "Should I scrub the phone."
- "I'm [f*****] killing myself to clean this machine and get it to the Philly Airport by 9 o'clock. How much does our position lessen if you have it by Friday."
- "I just feel myself in a panic and scrambling to get this done."

- “Landed a whale.”

67. Romano was anxious to scrub his devices because he did not want Sonrai to see his communications with Heil, Progressive, Geotab and others.

COUNT I

Tortious Interference with Contractual Relationships and Business Expectancies Against Geotab

68. Plaintiff realleges and incorporates Paragraphs 1 through 67 of this Amended Complaint as though fully set forth herein.

69. Sonrai had contracts and a valid business expectancy with Progressive. The contracts were for the Sonrai products already placed in Progressive trucks, and the expectancy was the planned contract to deploy Sonrai products across Progressive’s entire fleet of trucks.

70. Geotab knew of those contracts and that business expectancy, yet purposefully and unjustifiably colluded to disrupt them, -- and perhaps the Waste Management expectancy - - by, among other things, falsely suggesting that Sonrai’s sale of its products was unlawful, and falsely representing to Progressive that Sonrai was not authorized to distribute the software underlying its products. Geotab also improperly granted Progressive administrative access to Sonrai’s site as part of Geotab’s effort to disrupt Sonrai’s relationship with Progressive.

71. Geotab’s interference was successful, inasmuch as Progressive backed out of its planned contract to deploy Sonrai’s products in Progressive’s entire fleet. On March 2, 2016, Progressive wrote Sonrai: “Effective March 1st Progressive will be supported by the recommended Geotab supplier and will be moving all of our units over to their support program.” Sonrai has been damaged as a result.

COUNT II

Violation of the Lanham Act Against Geotab

72. Plaintiff realleges and incorporates Paragraphs 1 through 71 of this Amended Complaint as though fully set forth herein.

73. Geotab's false representations to Progressive about Sonrai's products caused Progressive to believe that Sonrai lacked ownership rights in its products and the lawful right to distribute those products.

74. As a result of such representations, Progressive backed out of its planned contract to deploy Sonrai's products in Progressive's entire fleet.

75. Such representations constitute a violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125, and Sonrai has been damaged thereby.

COUNT III

Violation Of Deceptive Trade Practices Act Against Geotab

76. Plaintiff realleges and incorporates Paragraphs 1 through 75 as if fully set forth herein.

77. Geotab's representations to Progressive about Sonrai and its products violated the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/2.

78. Sonrai was injured as the result of that violation.

COUNT IV

Breach Of Contract Against Geotab

79. Plaintiff realleges and incorporates Paragraphs 1 through 78 as if fully set forth herein.

80. In early 2016, the Confidential Information Agreement between Sonrai and Geotab was still in full force and effect. While Sonrai was already doing business with Geotab, the parties' relationship was continuing to evolve, and the parties were in the process of

negotiating a new “possible business transaction”; specifically, an agreement recognizing Sonrai’s unique status as a reseller with technology specific to the waste hauling industry.

81. Geotab understood that the “possible business transaction” for which it could use Sonrai’s confidential information had to be one which would benefit both Sonrai and Geotab and not Geotab alone.

82. On June 11, 2015, Geotab reaffirmed its confidentiality obligations with Sonrai, representing, “we’ve ensured not to share this [Sonrai] information with anyone.”

83. Geotab breached its contract with Sonrai by giving Progressive administrative access to Sonrai’s site, thus allowing Progressive to view route and other information specific to Sonrai’s other customers, which information was Sonrai’s confidential information.

84. Geotab also breached that contract by using confidential information about Sonrai’s relationship with Progressive, including the plan to deploy Sonrai products in Progressive’s entire fleet, to otherwise interfere with Sonrai’s relationship with Progressive.

85. Sonrai was damaged by such breach.

COUNT V

Breach of Fiduciary Duty Against Romano

86. Plaintiff realleges and incorporates Paragraphs 1 through 85 as if fully set forth herein.

87. At all relevant times, Romano owed Sonrai a fiduciary duty by virtue of his position as an officer of Sonrai.

88. Romano had a duty to act with utmost good faith and loyalty in managing Sonrai and was prohibited from enhancing his own personal interests at the expense of corporate interests.

89. Romano's duty of loyalty included the obligation to disavow any corporate opportunity where his private interests conflicted with those of Sonrai. Further, under the corporate opportunity doctrine, Romano could not usurp a business opportunity which was developed through the use of Sonrai assets.

90. Romano breached his fiduciary duties by, among other actions: (1) usurping and disrupting Sonrai's business relationship and opportunities with Progressive, (2) usurping and disrupting Sonrai's business relationship and opportunities with Geotab, and (3) usurping and disrupting Sonrai's business relationships and opportunities with Waste Connections, Waste Corp. of America, Republic and others, and directing such opportunities to Heil and 3rd Eye.

91. Romano engaged in these breaches of fiduciary duty with malice.

92. Sonrai has been damaged by Romano's breach of fiduciary duties.

COUNT VI

Breach of Contract Against Heil

93. Plaintiff realleges and incorporates Paragraphs 1 through 92 as if fully set forth herein.

94. Heil's above-described conduct, including the misuse of Sonrai's confidential information and the use of Romano on the project to knock-off Vector, constitutes breaches of the Confidentiality Agreement, and Sonrai has been damaged thereby.

COUNT VII

Tortious Inducement Of A Breach Of Fiduciary Duty Against Heil

95. Plaintiff realleges and incorporates Paragraphs 1 through 94 as if fully set forth herein.

96. At all relevant times, Heil knew that Romano was a Sonrai officer principally entrusted with the business relationship between Sonrai and Heil. Heil also knew that Romano

owed duties and loyalty and good faith to Sonrai, and that he was prohibited from usurping business opportunities which were developed through the use of Sonrai assets.

97. Heil unlawfully colluded with Romano and induced his breach of fiduciary duties by encouraging him to (1) assist Heil in developing a competing product to Vector; (2) disrupting Sonrai's planned launch of Vector with Progressive; and (3) seeking to divert corporate opportunities to Heil and 3rd Eye which had been developed with Sonrai assets.

98. Heil knowingly induced and participated in such breach, and it has knowingly accepted the benefits of such breach.

99. Sonrai has been damaged by such conduct.

COUNT VIII

Unjust Enrichment Against Heil and 3rd Eye

100. Plaintiff realleges and incorporates Paragraphs 1 through 99 as if fully set forth herein.

101. Heil and 3rd Eye procured the benefit of their service validation product at Sonrai's expense through the unlawful conduct detailed above.

102. On these facts, the derivation of Heil's and 3rd Eye's service validation product render it fundamentally unjust for Heil and 3rd Eye to retain the benefits from the sale of that product.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Sonrai Systems, LLC requests the following relief:

(1) On Count I, Sonrai requests that judgment be entered against Geotab for compensatory damages, punitive damages and costs of suit;

(2) On Count II, Sonrai requests that judgment be entered against Geotab for Geotab's profits, Sonrai's losses, costs of suit and attorneys' fees;

(3) On Count III, Sonrai requests that judgment be entered against Geotab for compensatory damages, attorneys' fees and costs of suit;

(4) On Count IV, Sonrai requests that judgment be entered against Geotab for compensatory damages and costs of suit; and

(5) On Count V, Sonrai requests that judgment be entered against Romano for compensatory damages, punitive damages and costs of suit.

(6) On Count VI, Sonrai requests that judgment be entered against Heil for compensatory damages and costs of suit.

(7) On Count VII, Sonrai requests that judgment be entered against Heil for compensatory damages, punitive damages and costs of suit.

(8) On Count VIII, Sonrai requests that judgment be entered against Heil and 3rd Eye for all of the profits obtained by Heil and 3rd Eye resulting from the sale of their service validation product and cost of suit.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable in this case.

Respectfully submitted,

/s/ Paul K. Vickrey

Paul K. Vickrey (vickrey@vvnlaw.com)

Dean D. Niro (dniro@vvnlaw.com)

Arthur A. Gasey (gasey@vvnlaw.com)

Dylan M. Brown (dbrown@vvnlaw.com)

VITALE, VICKREY, NIRO & GASEY LLP

311 S. Wacker Drive, Suite 2470

Chicago, Illinois 60606

Tel.: (312) 236-0733

Fax: (312) 236-3137

Attorneys for Sonrai Systems, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 5, 2017 the foregoing:

SECOND AMENDED COMPLAINT

was filed electronically with the Clerk of the Court for the Northern District of Illinois using the Court's Electronic Case Filing System, which will send notification to the registered participants of the ECF System as listed:

Mark E. Christensen
Nathan A. Hall
Matthew E. Szwajkowski
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135 S. LaSalle Street, Ste. 4200
Chicago, IL 60603
mchristensen@christensenlaw.com
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mszwajkowski@christensenlaw.com

Counsel for Defendant Anthony M. Romano

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jcolannino@wolfgreenfield.com

William P. Oberhardt
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Olson & Cepuritis, Ltd.
20 N. Wacker Drive
36th Floor
Chicago, IL 60606
312-580-1180
WOberhardt@olsonip.com
klyons@olsonip.com

Counsel for Defendant Geotab, Inc.

I certify that all parties in this case are represented by counsel who are CM/ECF participants.

/s/ Paul K. Vickrey
Attorneys for Sonrai Systems, LLC

EXHIBIT A
TO SECOND AMENDED COMPLAINT

Geotab Inc.
 1081 South Service Road West
 Oakville, Ontario
 L6L 6K3, Canada



Confidential Information Agreement

The objectives of this **Agreement** are to protect confidential information and trade secrets disclosed by either one of us to the other (the "**Information**") and to restrict the use of Information as described in this Agreement and only to evaluate a possible business transaction (the "**Purpose**"). By signing below on behalf of each company, both our companies agree to be bound by this Agreement. This Agreement will be effective from the first time Information is provided, regardless of when this Agreement is signed.

GEO TAB INC.	SONRAI SYSTEMS
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature)
Name: <u>New Canu.</u> (Type or Print)	Name: <u>Christopher M. Flood</u> (Type or Print)
Title: <u>CEO</u> (Type or Print)	Title: <u>CEO</u> (Type or Print)
Date: <u>30 Jan 2014</u> (Type or Print)	Date: <u>1-27-14</u> (Type or Print)

- No Obligation to Disclose.** We each can choose what Information we provide to the other. Neither of us is required to provide any Information to the other.
- Type and Form.** This Agreement applies to all Information disclosed in any form and in any way. If it isn't reasonably self-evident that materials are confidential, they must be marked as "confidential" or in a similar way in order to be protected by this Agreement.

Geotab Inc.
1081 South Service Road West
Oakville, Ontario
L6L 6K3, Canada



3. **Rights Retained.** We each retain all rights we have to the Information we disclose. This includes, for example, ownership rights, copyrights, trade secrets and patent rights. If one of us receives Information, we must hold it in trust and in confidence.
4. **How Information Can Be Used.** Information can only be used as reasonably required for the Purpose. Information cannot be used except as clearly permitted by this Agreement.
5. **How Information Must Be Protected.** We each shall use the same care, effort and measures to keep Information confidential as we do to protect our own Information, so long as what we each do is always at least what a reasonable and careful person in the same circumstances would do.
6. **When Information Can Be Disclosed.** Information may be shared with employees. Information must not be disclosed to any other company, firm or person outside of our own, except for contractors or advisors that need to know, so long as they are obligated under terms consistent with this Agreement.
7. **No Obligations on Certain Information.** The obligations above do not apply to Information that: (a) is publicly available or generally available to companies within each of our respective industries; (b) is received from a person other than either one of us without any obligations; (c) was possessed or known by either of us before it was disclosed by the other; (d) was independently created by either of us; or (e) must be disclosed to a court or governmental authority.
8. **Return of Information.** Information (including all copies) must be promptly returned or destroyed upon request.
9. **End of Obligations.** All obligations under this Agreement expire three years after the last date on the first page of this Agreement.
10. **Injunctions.** If one of us fails to comply with this Agreement, the other may suffer immediate and irreparable harm and will be entitled to injunctive relief.
11. **General.** This Agreement cannot be assigned and doesn't create an agency or partnership. This Agreement replaces all other prior and current understandings and agreements between us regarding Information. All changes to this Agreement must be in writing and signed. There are no other terms regarding the Information other than this Agreement. This Agreement is governed by the laws in force in the Province of Ontario.

EXHIBIT B

TO SECOND AMENDED COMPLAINT



June 24, 2014

CONFIDENTIAL

Mr. Tony Romano
Sonrai Systems
1060 EAST LAKE STREET
SUITE 300 HANOVER PARK, ILL. 60133

Dear Tony:

In connection with the consideration by Environmental Solutions Group ("ESG"), an operating company of the Dover Engineered Systems (DES) segment of Dover Corporation and Sonrai Systems ("Sonrai") pertaining to a possible transaction involving possible sale, licensing, or other collaborative development agreement of Sonrai and/or intellectual property and related know-how with respect to refuse collection vehicle data collection and reporting (the "Potential Transaction"), each of ESG and Sonrai is prepared to make available to the other party certain information concerning the business, financial condition, operations, assets and liabilities of ESG or Sonrai, as the case may be (for purposes of this letter agreement, the party disclosing Evaluation Material shall be the "Disclosing Party" and the party receiving such Evaluation Material shall be the "Receiving Party"). As a condition to such information being furnished by the Disclosing Party and its directors, officers, employees, agents, representatives, or advisors (including, without limitation, attorneys, accountants, consultants and financial advisors) (collectively, "Representatives"), the Receiving Party agrees to treat any information (whether communicated orally, in written form or by other media) concerning the Disclosing Party (whether prepared by the Disclosing Party, its Representatives or otherwise) which has been or will be furnished to the Receiving Party or to its Representatives by or on behalf of the Disclosing Party (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth.

The term "Evaluation Material" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents, product schematics, specifications or drawings, descriptive materials, manufacturing procedures and specification, software (source code or object code), sales and customer information, market data, business policies or practices, information prepared or owned by the Receiving Party or any of its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party or any of its Representatives pursuant hereto. The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives in breach of the terms of this letter agreement, (ii) was within the Receiving Party's possession, and which the Receiving Party can show was within its possession, prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party pursuant hereto or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party with respect to such information.

The Receiving Party hereby agrees that it and its Representatives shall use the Evaluation Material solely for the purpose of evaluating the Potential Transaction between ESG and Sonrai that the Evaluation Material will be kept confidential and that the Receiving Party and its Representatives will not



Monday, June 24, 2014

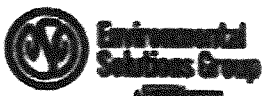
Page 2

disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) the Receiving Party may make any disclosure of such information to which the Disclosing Party gives its prior written consent and (ii) any of such information may be disclosed to the Receiving Party's Representatives who need to know such information for the sole purpose of evaluating the Potential Transaction, who agree to keep such information confidential and who are provided with a copy of this letter agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto. In any event, the Receiving Party shall be responsible for any breach of this letter agreement by any of its Representatives and the Receiving Party agrees to take all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

In addition, the Receiving Party agrees that, without the prior written consent of the Disclosing Party, the Receiving Party and its Representatives will not disclose to any other person the fact that the Evaluation Material has been made available to the Receiving Party, that discussions or negotiations are taking place concerning a possible transaction involving the parties hereto or any of the terms, conditions or other facts with respect thereto (including the status thereof), unless in the opinion of the Receiving Party's counsel such disclosure is required by law and then only with as much prior written notice to the Disclosing Party as is practicable under the circumstances. The term "person" as used in this letter agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

The parties hereto further agree that, without the prior consent of the Disclosing Party, all communications regarding the Potential Transaction, requests for additional information, and discussions or questions regarding procedures, will be submitted or directed only to, in the case of ESG, Geoffrey Apthorp VP Business Development and not to ESG or any of its affiliates or any of their respective directors, officers or employees, and in the case of Sonrai, Tony Romano, VP Business Development, and not to Sonrai or any of its affiliates or any of their respective directors, officers or employees.

In the event that the Receiving Party or any of its Representatives are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar legal or judicial process) to disclose any of the Evaluation Material, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party or any of its Representatives are nonetheless, in the opinion of the Receiving Party's counsel, legally compelled to disclose Evaluation Material or else stand liable for contempt or suffer other legal or judicial censure or penalty, the Receiving Party or its Representative may, without liability hereunder, disclose only that portion of the Evaluation Material which such counsel advises the Receiving Party is legally required to be disclosed, provided that the Receiving Party will exercise its commercially reasonable efforts to preserve the confidentiality of the Evaluation Material, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material.



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If either party decides that it does not wish to proceed with the Potential Transaction with the other party, the party that so decides will promptly inform the other party of that decision. In that case, each party will promptly deliver to the other party all documents and other physical embodiments of Evaluation Material (and all copies thereof) furnished to it or its Representatives pursuant hereto and provide written certification to the other party that all such documents have been returned. In the event of such a decision or request, all other Evaluation Material prepared by the Receiving Party or its Representatives shall promptly be destroyed, subject to the Receiving Party's right to retain one archive copy thereof for compliance purposes, and upon the request of the Disclosing Party, the Receiving Party will provide written certification thereof to the Disclosing Party. Notwithstanding the return or destruction of the Evaluation Material, each party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

ESG and Sonrai each acknowledge that the other party owns, is developing or has developed similar products and technology prior to the execution of this letter agreement, including without limitation, connected truck and on board marketing software solutions, and that all of the Evaluation Material prepared by a Disclosing Party and provided to a Receiving Party shall remain the sole and exclusive property of the Disclosing Party. Further, with respect to all Evaluation Material of the Disclosing Party disclosed hereunder, the Disclosing Party shall retain any and all right, title and interest in: (i) all copyrights, trade secrets, trademarks, service marks and patents contained in such Evaluation Material; (ii) all ideas, concepts, knowledge, methodologies, templates, techniques, and any other form of know-how, embodied in such Evaluation Material; and (iii) any other intellectual property right it may have in such Evaluation Material. No rights or licenses of any kind are granted by this letter agreement except the right to use such information in accordance with the terms of this letter agreement. Further, this letter agreement shall not be construed to limit the Receiving Party's right to independently develop or acquire business ideas, products or technologies similar to or the same as that which is provided by the Disclosing Party; provided that the Receiving Party does not use Evaluation Material of the Disclosing Party in the development or acquisition of such ideas, products, or technologies.

Each party hereto understands and acknowledges that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Each party hereto agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or to any of its Representatives relating to or resulting from the use of the Evaluation Material. Only those representations or warranties which are made in a final definitive agreement (and related agreements) regarding the Potential Transaction contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

In consideration of the Evaluation Material being furnished to the Receiving Party, the Receiving Party hereby agree that, for a period of two (2) years from the date hereof, neither the Receiving Party nor any of its affiliates and Representatives will directly or indirectly solicit to employ any of the officers or employees of the Disclosing Party so long as they are employed by the Disclosing Party, or any other person who was employed by the Disclosing Party during the six (6) month period preceding any such solicitation by the Receiving Party, in each case without obtaining the prior written consent of the Disclosing Party; provided, however, the foregoing will not prohibit the parties hereto from making a general solicitation for employment that is not specifically targeted at such employees or the hiring of any



Monday, June 24, 2014

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such employee as a result of such general solicitation.

The parties hereto agree that unless and until a final definitive agreement regarding the Potential Transaction (or any other transaction) between the parties hereto has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this letter agreement except for the matters specifically agreed to herein. The parties hereto further acknowledge and agree that a party reserves the right, in its sole discretion, to reject any and all proposals made by the other party or any of its Representatives with regard to a transaction between the parties hereto, and to terminate discussions and negotiations with the other party at any time.

Neither party may assign its rights, powers and privileges under this letter agreement (including, without limitation, the right to enforce all of the terms of this letter agreement) to any person without the prior written consent of the other party; provided, however, nothing herein will prohibit either party from assigning this letter agreement (i) to any entity that is an affiliate of such party as of the date hereof or (ii) to a successor-in-interest or to a purchaser of substantially all of such party's assets of the part of the business relating to the Evaluation Material and this letter agreement; provided, that Sonrai may not assign this letter agreement pursuant to this subsection (ii) to a competitor of ESG, without ESG's prior written consent.

It is understood and agreed that no failure or delay by a party in exercising its right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this letter agreement by the Receiving Party or any of its Representatives and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Receiving Party of this letter agreement but shall be in addition to all other remedies available to it at law or in equity.

This letter agreement shall terminate twenty-four (24) months from the date hereof. This letter agreement may only be amended by written agreement duly executed by the parties hereto. This letter agreement shall be governed and construed in accordance with the laws of the State of New York.

Very truly yours,

Geoff Apthorp

By: Geoff Apthorp



Monday, June 24, 2014
Page 5

Title: VP Engineering & Business Development



**Environmental
Solutions Group**

Monday, June 24, 2014
Page 6

Accepted and agreed as of
the date first written above:

[6-27-14]

By:

Christopher M. Flood

Name:

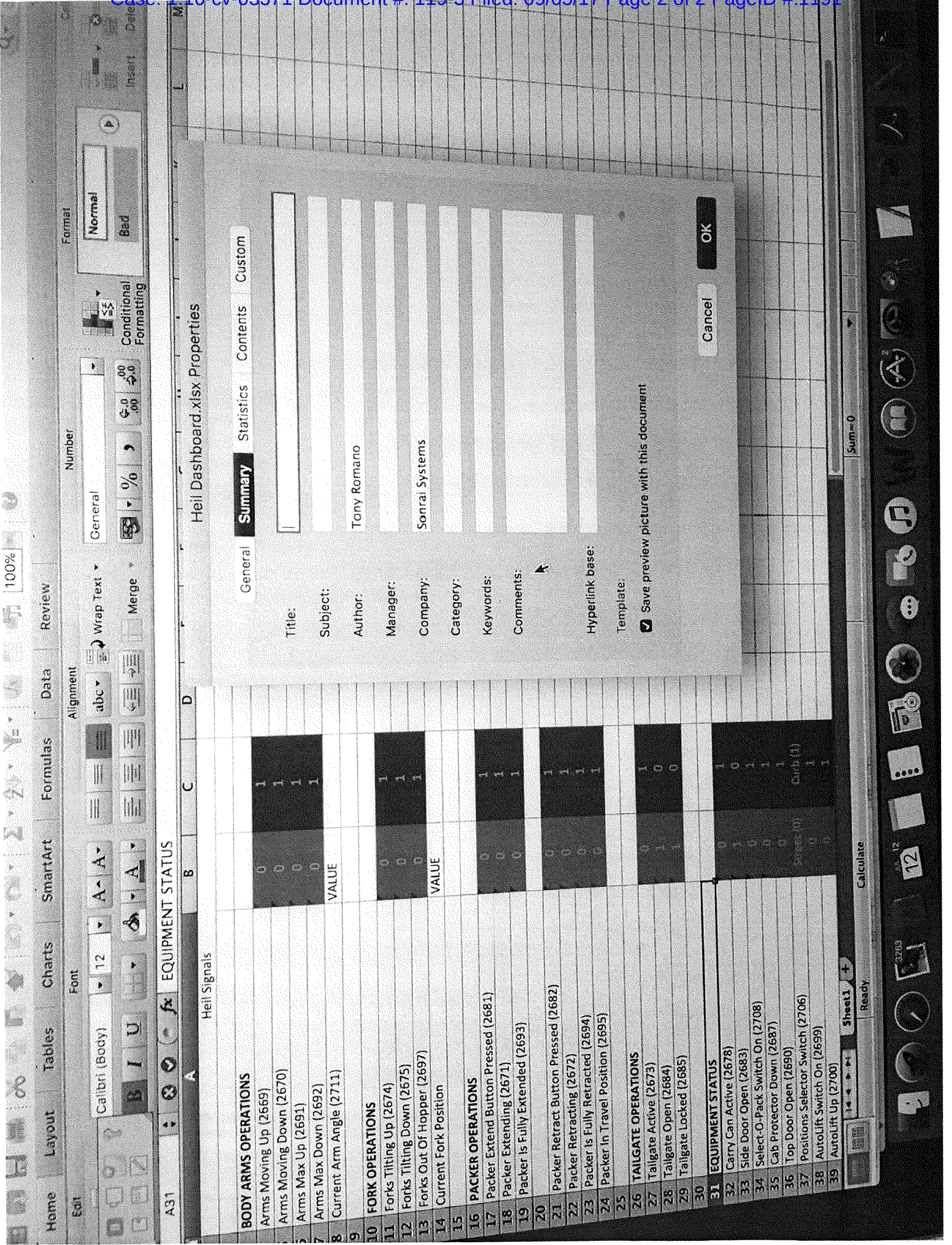
Christopher M. Flood

Title:

CEO

EXHIBIT C

TO SECOND AMENDED COMPLAINT



Heil Dashboard.xlsx Properties

General **Summary** Statistics Contents Custom

Title:

Subject:

Author: Tony Romano

Manager:

Company: Sonrai Systems

Category:

Keywords:

Comments:

Hyperlink base:

Template:

Save preview picture with this document

Cancel OK

EQUIPMENT STATUS

Heil Signals

BODY ARMS OPERATIONS

Arms Moving Up (2669)	0	1
Arms Moving Down (2670)	0	1
Arms Max Up (2691)	0	1
Arms Max Down (2692)	0	1
Current Arm Angle (2711)	VALUE	

FORK OPERATIONS

Forks Tilting Up (2674)	0	1
Forks Tilting Down (2675)	0	1
Forks Out Of Hopper (2697)	0	1
Current Fork Position	VALUE	

PACKER OPERATIONS

Packer Extend Button Pressed (2681)	0	1
Packer Extending (2671)	0	1
Packer Is Fully Extended (2693)	0	1
Packer Retract Button Pressed (2682)	0	1
Packer Retracting (2672)	0	1
Packer Is Fully Retracted (2694)	0	1
Packer In Travel Position (2695)	0	1

TAILGATE OPERATIONS

Tailgate Active (2673)	0	1
Tailgate Open (2684)	0	0
Tailgate Locked (2685)	1	0

EQUIPMENT STATUS

Carry Can Active (2678)	0	1
Side Door Open (2683)	0	0
Select-O-Pack Switch On (2708)	0	1
Cab Protector Down (2687)	0	1
Top Door Open (2690)	0	1
Positions Selector Switch (2706)	0	1
AutoLift Switch On (2699)	0	1
AutoLift Up (2700)	0	1

EXHIBIT D

TO SECOND AMENDED COMPLAINT

Groups filter

All

Support Sonrai Sys 0 Notifications

dermist@sonraisy.com

myGEOTAB

Dashboard

Map

Vehicles

Activity

Engine & Maintenance

Zones & Messages

Rules & Groups

Administration

Reports...

Users

Audit Log

Search name

Options

View

PDF

Print

Time	IP Address	Device	Device Location	User
May 07, 2017 3:42:59 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	RequestLocation	tmorrison@dooveresg.com
May 07, 2017 3:42:58 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	DeviceView	tmorrison@dooveresg.com
May 07, 2017 3:42:55 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	DeviceView	tmorrison@dooveresg.com
May 07, 2017 3:42:54 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	DeviceView	tmorrison@dooveresg.com
May 07, 2017 3:42:53 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	DeviceView	tmorrison@dooveresg.com
May 07, 2017 3:40:47 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	RequestLocation	tmorrison@dooveresg.com
May 07, 2017 3:39:59 PM	172.16.17.1	Devices: Hell-6180 (ID: 6159); 265587 (ID: 62AB); 265594 (ID: 62A4); 265586	RequestLocation	tmorrison@dooveresg.com
May 07, 2017 3:38:52 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	DeviceView	tmorrison@dooveresg.com
Apr 27, 2017 12:12:10 PM	172.16.17.1	admin-server/controlcenter	DashboardView	tmorrison@dooveresg.com
Apr 27, 2017 12:11:39 PM	172.16.17.1	tmorrison@dooveresg.com	DashboardView	tmorrison@dooveresg.com
Apr 25, 2017 7:10:08 PM	172.16.17.1	tmorrison@dooveresg.com	DashboardView	tmorrison@dooveresg.com
Apr 25, 2017 7:09:02 PM	172.16.17.1	Devices: Hell-6180 (ID: 6159); 265587 (ID: 62AB); 265594 (ID: 62A4); 265586	RequestLocation	tmorrison@dooveresg.com
Apr 25, 2017 7:08:48 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	Report:templat Report:DeviceInstallHistory	tmorrison@dooveresg.com
Apr 25, 2017 7:08:34 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	Report:templat Report:DeviceInstallHistory	tmorrison@dooveresg.com
Apr 25, 2017 7:08:33 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	Report:templat Report:DeviceInstallHistory	tmorrison@dooveresg.com
Apr 25, 2017 7:08:20 PM	172.16.17.1	Ran report, Groups: Company group (ID: GroupCompanyId)	Report:templat Report:DeviceInstallHistory	tmorrison@dooveresg.com