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*Contractor Management Services, LLC d/b/a Openforce*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

Contractor Management Services, LLC }  
d/b/a Openforce, }

Plaintiff, }

v. }

Para, Inc. d/b/a GigSafe; David }  
Pickerell, }

Defendants. }

CASE NO.

**PLAINTIFF'S COMPLAINT AND JURY  
DEMAND**

1 Plaintiff Contractor Management Services, LLC d/b/a Openforce (“Openforce”), an  
2 industry leader in contractor management software that helps contracting companies  
3 manage their independent contractor vendor relationships and comply with labor  
4 regulations and assists independent contractors with managing their businesses, files this  
5 Complaint against Defendants Para, Inc. d/b/a GigSafe (“Para” and “GigSafe,”  
6 respectively) and David Pickerell (collectively with GigSafe, “Defendants”) in the above-  
7 entitled action and states as follows:

### 8 **INTRODUCTION**

9 1. Plaintiff Openforce brings this action to stop and to remedy the significant  
10 harms caused by a deliberate, ongoing, and unlawful scheme in which Para, now known as  
11 GigSafe, and its founder and CEO, Mr. Pickerell, hacked into Openforce’s systems,  
12 pilfered Openforce’s trade secrets, and used that information to steal Openforce’s  
13 customers. Specifically, as recently as yesterday, GigSafe and its personnel, at the  
14 direction of Mr. Pickerell, through fraud and tortious interference, improperly accessed  
15 Openforce’s software systems, and customer-specific workflows, management tools, and  
16 more. In doing so, GigSafe and its personnel misappropriated Openforce’s trade secrets  
17 and confidential information in an unlawful attempt to lure away Openforce’s customers.

18 2. Started by Mr. Pickerell in late 2020, Para advertised an app for gig-economy  
19 workers, like delivery drivers, that purported to provide price transparency and a one-stop  
20 shop for managing work they performed for gig-economy companies like DoorDash and  
21 Uber. But Para’s app suffered from a major problem—it depended on Para unlawfully  
22 exploiting data from these gig-economy companies. After catching wind of this, both  
23 DoorDash and Uber took steps to halt Para’s unlawful actions, including by implementing  
24 additional technical safeguards to stop Para’s actions. While these defenses caused Para  
25 to give up on this particular business model, it did not stop Mr. Pickerell and Para from  
26 hatching a new conspiracy: rebrand Para as GigSafe, hack into Openforce’s systems, steal  
27 its trade secrets and confidential information, and build a copycat platform to lure away  
28 Openforce’s customers.

1           3. In pursuit of this scheme, and on information and belief, Para and Mr.  
2 Pickerell feigned interest in a potential corporate transaction with Openforce in 2023. To  
3 solicit Openforce’s confidential information, Mr. Pickerell claimed that Para needed  
4 substantive, detailed information about Openforce’s business model, competitive  
5 strategies, and clients to better evaluate the contemplated Openforce–Para business  
6 transaction. At an in-person meeting in Arizona between both sides’ leadership, including  
7 Mr. Pickerell, in October 2023, Openforce shared information about its business pursuant  
8 to a non-disclosure agreement, including its pricing strategy, operating mechanics,  
9 insurance offerings, three-legged stool strategy, strategies to mitigate labor  
10 misclassification risks when retaining independent contractors, and revenue models. But  
11 these talks were only a front for Mr. Pickerell’s and Para’s ploy—to learn enough about  
12 Openforce so they could take Openforce’s trade secrets to compete with Openforce through  
13 their rebranded venture, GigSafe. Openforce knows now that Para and Mr. Pickerell had  
14 already covertly launched GigSafe the month before those talks, though on information  
15 and belief, GigSafe’s existence at this time was not public. GigSafe now operates as one  
16 of Openforce’s direct competitors.

17           4. Defendants’ scheme did not end there. Since November 2023, and  
18 continuing to this day, GigSafe’s personnel have lied about their identities and intentions  
19 to access Openforce’s software system, which has allowed Defendants to misappropriate  
20 more of Openforce’s proprietary, customer-specific enrollment and workflow information,  
21 insurance offerings, payment plans, system mechanics, and client admin interface designs.  
22 Openforce’s internal logs reflect that at least six different GigSafe employees on over 20  
23 separate occasions improperly accessed Openforce’s platform by misrepresenting  
24 themselves as would-be independent contractor drivers for at least ten Openforce clients.

25           5. Once they had access to Openforce’s proprietary software platform,  
26 GigSafe’s employees spent days iteratively “enrolling” and/or “onboarding” through  
27 Openforce’s workflows and thereby extracting everything they could about Openforce’s  
28 technology and trade secrets, including Openforce’s proprietary enrollment and

onboarding workflows, specific customers' requirements, insurance structures, payment procedures, and the overall system design. Openforce has to date uncovered Defendants' scheme involving ten of its customers:

Openforce Customer (Identified by Pseudonym <sup>1</sup> )	Customer's Services	GigSafe Employee Fraudulently Registering for or Accessing Customer's Platforms
"Customer A"	Same-day delivery of construction parts	Valery Kochetkov (Director of Engineering)  Jimmy Thompson (Business Development)  Jessica DiGulio (Operations)
"Customer B"	Same-day courier	Jimmy Thompson
"Customer C"	Supply chain management	Jimmy Thompson
"Customer D"	Retail intelligence and merchandising	Jimmy Thompson
"Customer E"	Same-day courier	Jimmy Thompson
"Customer F"	Medical courier	Jimmy Thompson  Daniel Gerow (Compliance and Insurance)
"Customer G"	Courier	Daniel Gerow
"Customer H"	Courier	Jimmy Thompson  Daniel Gerow
"Customer I"	Courier	Daniel Gerow  Megan Hicks (Client Manager)
"Customer J"	Freight shipping and delivery	Daniel Gerow  Amanda Tomkins (Product & Customer Success)

6. On information and belief, the GigSafe employees funneled Openforce's trade secrets to Defendants, who used them to create a competing system and copy Openforce's customer specific workflows, enrollment and on-boarding platform, insurance

<sup>1</sup> To protect its customers, Openforce uses these pseudonyms when referring to them in this Complaint.

offerings, and compliance strategies. GigSafe then used its competing system built on ill-gotten gains to solicit Openforce's customers. On information and belief, this scheme induced some of Openforce's customers to leave Openforce for GigSafe's illegal copycat product. GigSafe now boasts on its website that two of the companies from the chart above—formerly Openforce customers whose accounts on the Openforce system GigSafe hacked, accessed, and stole from—are now GigSafe clients.

7. To remedy the wrongs committed by Para/GigSafe and Mr. Pickerell, and to prevent future ones, Openforce brings this action for misappropriation of trade secrets under federal and Arizona law, tortious interference with contract, tortious interference with business expectancy, fraudulent misrepresentation, fraudulent inducement, unfair competition, breach of contract, and unjust enrichment.

### **PARTIES**

8. Plaintiff Openforce is a Nevada limited liability company with its principal place of business in Scottsdale, Arizona.

9. Defendant Para is a Delaware corporation with, on information and belief, its principal place of business in San Francisco, California. It currently operates under the trade name GigSafe.

10. Defendant Mr. Pickerell is an individual who, on information and belief, is a citizen of the State of Texas, residing at 7501 Newhall Lane, Austin, Texas 78746.

### **VENUE AND JURISDICTION**

11. The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1331 for Openforce's claims under 18 U.S.C. §§ 1836–39, *et seq.*, for misappropriation of trade secrets under the Defend Trade Secrets Act. The Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over the remaining claims for violating the Arizona Uniform Trade Secrets Act under Arizona Revised Statutes 44-401, *et seq.*, tortious interference with contract, tortious interference with business expectancy, fraudulent misrepresentation, fraudulent inducement, unfair competition, breach of contract, and unjust enrichment because they involve a common nucleus of operative fact.

12. Venue and personal jurisdiction are proper because a substantial portion of the events and omissions giving rise to this lawsuit occurred in this District. These events and omissions include Mr. Pickerell directing Para to enter into, and Para entering into, a Mutual Non-Disclosure Agreement (“MNDA”) with Openforce, a company with its principal place of business in this District. A true and correct copy of the MNDA is attached hereto as Exhibit A. In Scottsdale, Arizona, Openforce and Para held a key meeting, which Mr. Pickerell attended in person, to discuss Openforce’s business; there, Openforce disclosed to Para and Mr. Pickerell sensitive details about its business and offerings pursuant to the MNDA. The MNDA contains a mandatory forum selection clause designating “State and Federal Courts located in Phoenix, Arizona” as the exclusive venue for any action arising out of the MNDA. Ex. A § 5. The MNDA directs that the parties agree to “submit to the personal jurisdiction of such courts.” *Id.* The events and omissions in this District further include, on information and belief, Defendants’ actions to (a) misappropriate the confidential and trade secret information of Openforce, a company with its principal place of business in this District, including by soliciting this information at the October 2023 meeting with Openforce that took place in this District; (b) breach the Arizona-based MNDA; (c) tortiously interfere with and unfairly compete for business from Openforce’s customers, who do business in this District; (d) misrepresenting their true intentions and identities to access the systems of Openforce, a company with its principal place of business in this District; and (e) fraudulently inducing Openforce to enter into the MNDA with Para and to share trade secrets and other confidential information pursuant to the MNDA at a meeting in Scottsdale, Arizona.

### **FACTUAL BACKGROUND**

#### **A. Openforce and Its Trade Secrets.**

13. For over twenty years, Openforce has offered software-enabled solutions that serve contracting companies utilizing independent contractor workforces and independent contractors. Contracting companies trust Openforce’s ability and tools to mitigate the risk of labor misclassification, pay their independent contractors, and facilitate insurance

1 offerings for their independent contractors. And both contracting companies and  
2 independent contractors value Openforce's industry-leading platform because it covers all  
3 aspects of independent contractor management, including onboarding, regulatory  
4 compliance, risk management, rate negotiation, insurance, invoicing and settlement  
5 processing. Openforce serves clients in many industries, with an emphasis on  
6 transportation, including courier, last-mile delivery, and trucking.

7 14. In its software deployment process, Openforce develops with its clients a  
8 workflow "blueprint" and offers each of its clients a customizable Workflow Designer.  
9 This proprietary software tool allows companies to tailor their processes for on-boarding  
10 (or "enrolling") new independent contractors. These processes involve customized  
11 "workflows" appearing on each company's protected Openforce portal, which can vary  
12 depending on the customer's size, industry, business strategies, and many other factors  
13 specific to the customer's business. Customers value Openforce's Workflow Designer for  
14 its comprehensiveness, flexibility, and near infinite combinations of workflows. And each  
15 customer receives dedicated Openforce support and service to help design, refine, and  
16 update a workflow molded to its needs. These workflows and the materials contained in  
17 them (often called a blueprint) are a critical component of Openforce's offerings. They  
18 enhance Openforce's clients' ability to contract, manage, and retain the best independent  
19 contractors by state, city, zip code, vehicle size, and compliance-item requirements by  
20 industry and work performed, while maximizing the clients' efficiency.

21 15. These bespoke customer workflows go hand-in-hand with Openforce's  
22 Contractor Management Platform, Manage (formerly IC Manage). Through Manage,  
23 Openforce's customers can streamline key aspects of their relationship with their  
24 independent contractors in ways that Openforce has fine-tuned over decades. Manage  
25 allows Openforce clients to supplement their conventional recruiting methods by accessing  
26 Openforce's database of proven independent contractors. It empowers them to onboard  
27 independent contractors through the bespoke workflows discussed above. It interplays  
28 with benefits for independent contractors by setting up personal risk insurances and



1 businesses. And it offers unique and reliable guidance for Openforce's clients to untangle  
2 a complex web of compliance regulations, giving them confidence in their compliance  
3 categorizations.

4 16. Openforce has spent decades and invested many millions of dollars into the  
5 research and development of its software systems, including Manage, the Workflow  
6 Designer, and related enrollment offerings; it has layered features and complexity atop that  
7 offering every year for the past 24 years. To improve its offerings, Openforce has  
8 collaborated with each of its customers, listened to feedback, and conducted expensive and  
9 expansive market research. The results are impressive. In the past year alone, Openforce  
10 has been decorated with dozens of industry awards, including GetApp "Contractor  
11 Management" Category Leaders Award (2024 and 2025), and Capterra "Entity  
12 Management" and "Trucking" Best Value Awards (2024), and a plethora of recognitions  
13 from well-known software marketplace, G2, including "Insurance Compliance" Leader,  
14 Most Implementable, Best Support, High Performer, and Highest User of Adoption  
15 Awards (2024 and 2025). In 2022, Openforce's Insurtech solution earned multiple Stevie  
16 Awards, the world's premier business awards, in the categories of "Technical Innovation  
17 of the Year," "Emerging Technology," "Insurance Solution," and "Achievement in Product  
18 Innovation." Openforce was named to the Inc. 5000 list of America's fastest-growing  
19 private companies in both 2024 and 2025, and ranked No. 122 on the 2025 Inc. Regionals  
20 Southwest list with 40% 2-year growth, up from No. 162 in 2024.

21 17. Openforce's continued success (as with most software companies) depends  
22 on the intellectual property underlying its platform, which Openforce goes to great lengths  
23 to protect. For example, Openforce's trade secrets and confidential information span a  
24 wide variety of operations and business activity, including customer preferences and  
25 requirements for enrolling independent contractors in their systems, which manifest in  
26 customers' tailored enrollment workflows that meet their own individual needs; these trade  
27 secrets and confidential information similarly include the product that Openforce makes  
28 available to its customers, rendered in Manage and Openforce's other systems as, among



1 other things, workflows containing the necessary steps that legitimate independent  
2 contractors take to enroll to do business with one of Openforce's customers. These trade  
3 secrets and confidential information further include: customer-specific pricing; the  
4 customer's terms of engagement; customer onboarding requirements; workflow-  
5 development records, processes, and procedures; strategies for insurance and regulatory  
6 compliance regarding the independent-contractor relationship; process checks for verifying  
7 enrollees' identities and background information; company/contractor agreements;  
8 contractor/Openforce agreements; independent contractor decision documentation;  
9 insurance plan structures and their underlying forms; contractor payment processes and  
10 forms; and state-by-state variations regarding the above. These trade secrets and  
11 confidential information also include Openforce's best practices and strategies for working  
12 with independent contractors, manifested throughout the Manage software, which includes  
13 specific processes for regulatory compliance, onboarding, recruiting, and benefits.  
14 Openforce's trade secrets and confidential information also include the technological  
15 information that enable Openforce's industry-leading platforms, including functionalities,  
16 schematics, and diagrams of Openforce's software systems, including (a) Workflow  
17 Designer, as well as the resulting selection and arrangement of workflows it makes  
18 available to its customers, (b) Manage, and (c) Openforce's tailored and non-public  
19 administrative interfaces available only to clients with the necessary login credentials to  
20 access them. These trade secrets and confidential information further include the trial and  
21 error (both positive and negative) that Openforce undertook to create these trade secrets.  
22 All of these trade secrets and confidential information described in this paragraph  
23 (collectively, the "Trade Secrets") are related to products or services that Openforce uses  
24 in, or intends to use in, interstate or foreign commerce (they are available in all 50 states  
25 and in Canada), including Workflow Designer and Manage. Openforce also uses its Trade  
26 Secrets to market, promote, and sell products that themselves incorporate the Trade Secrets  
27 to customers across the United States and abroad.  
28

1           18.    Openforce's Trade Secrets derive considerable value from not being publicly  
2 known outside of Openforce. They derive independent economic value, actual and  
3 potential, from not being generally known to, and not being readily ascertainable by proper  
4 means by, other persons who can obtain economic value from their disclosure or use. The  
5 secrecy of the Trade Secrets gives Openforce a competitive advantage and contributes to  
6 how Openforce's products and technology stand out from that of its competitors. For  
7 example, based on its Workflow Designer, Openforce can quickly build and deliver robust,  
8 easy-to-use platforms for customers that its competitors cannot match; the public disclosure  
9 of this technological information or its use by competitors would allow Openforce's  
10 competitors to narrow the wide gap between them and Openforce. As another example,  
11 Openforce's regulatory compliance guidance in Manage reflects streamlined and curated  
12 business intelligence that draws in clients, who cannot obtain guidance as accurate and as  
13 digestible in the public domain. Similarly, the secrecy of each Openforce customer's  
14 tailored workflows, business operations, insurance programs, and compliance strategies  
15 has independent economic value; if Openforce's competitors had access to Openforce's  
16 materials memorializing this valuable information, including the needs for each customer,  
17 those competitors could unfairly do what Defendants did here—violate contracts and laws  
18 to create a copycat product to siphon customers away from Openforce. Actions like these  
19 damage Openforce's market share and reputation as a leader in this space, undermining  
20 that goodwill that Openforce created.

21           19.    Openforce takes reasonable steps to protect its Trade Secrets from disclosure.  
22 These steps include policies and procedures regarding employees, third parties, electronic  
23 protections, and physical security. One such step is to require Openforce employees to  
24 sign a confidentiality agreement as a condition of employment. Among other things, these  
25 agreements generally require employees with access to Openforce's Trade Secrets to:

- 26           •    not disclose or use Trade Secret information without  
27                Openforce's prior consent;  
28

- 1           • use Openforce's Trade Secret information only for the benefit
- 2           of Openforce;
- 3           • return all company property, including Trade Secret
- 4           information, immediately upon termination of employment;
- 5           and
- 6           • assign any inventions or intellectual property developed in the
- 7           course of their employment to Openforce.

8       In addition, agreements for employees granted Openforce stock options contain similar  
9       confidentiality obligations.

10           20. Furthermore, Openforce limits access to the Trade Secrets through actions  
11       and procedures designed to prevent any unauthorized use or disclosure. For example, entry  
12       into Openforce's facilities is controlled and limited. Openforce protects its IT systems with  
13       passwords and unique login credentials. It monitors them with security personnel and  
14       software; once again, access is limited to only authorized individuals. Openforce also  
15       maintains other network protections to prevent unauthorized external access, including  
16       firewalls, encryption, and cyber security software.

17           21. Openforce maintains employee policies that express the importance of  
18       confidentiality and prohibit unauthorized actions regarding confidential information.  
19       Openforce also trains its employees concerning the importance of maintaining  
20       confidentiality.

21           22. When disclosing any Trade Secrets to third parties like customers and their  
22       independent contractors, Openforce requires these third parties to execute agreements with  
23       strict provisions preventing any unauthorized use or disclosure of any Openforce Trade  
24       Secrets. These measures apply to Openforce's finished products made available to its  
25       customers in its systems, including the necessary steps that legitimate independent  
26       contractors must take to enroll to work for one of Openforce's customers. In addition,  
27       Openforce uses a unique, customer-specific activation code that Openforce provides to  
28       each of its customers to restrict the ability of a real independent contractor to access these

1 steps and enroll to work as an independent contractor for one of Openforce's customers, to  
2 view and negotiate agreements, to enroll in insurance products, to document business  
3 decisions, to view customer onboarding requirements, to complete identity verifications  
4 and background checks, and to do business with Openforce's customers.

5 **B. Para Hatches a Plan to Hack into Openforce's Platform and Steal Trade**  
6 **Secrets and Customers.**

7 23. Founded in September 2020 by Mr. Pickerell, Para offered an app to  
8 independent contractors working in the gig-economy.<sup>2</sup> Para marketed this app as providing  
9 visibility into these independent contractors' potential take-home pay when working on  
10 short-term contracts or freelance work. The app claimed to be a one-stop-shop where  
11 drivers could see inputs from multiple apps (such as Uber, Lyft and DoorDash) all in a  
12 single place before accepting a job. But, on information and belief, Para's business model  
13 revolved around deceit. Specifically, and on information and belief, the app required  
14 improperly accessing and misusing data from a roster of gig-economy companies,  
15 including DoorDash and Uber. Para's actions led DoorDash in August 2021 to send Para  
16 a cease-and-desist letter. The letter demanded that Para cease using drivers' DoorDash  
17 credentials to access the DoorDash platform, which DoorDash attributed to destabilizing  
18 the platform multiple times. According to reports, DoorDash attempted to stop Para by  
19 tightening security around drivers' credentials, but Para kept finding work-arounds, forcing  
20 DoorDash to escalate its response. In the fall of 2022, Uber also sent Para a cease-and-  
21 desist letter, which, on information and belief, raised similar issues. In the face of this  
22 resistance, on information and belief, Para abruptly shut down its app and abandoned the  
23 many independent contractors who had come to rely on it.

24 24. With Uber and DoorDash pushing back, Para and Mr. Pickerell searched for  
25 their next target. Given Openforce's role as an industry leader in the contractor  
26 management space (an industry adjacent to the one occupied by DoorDash and Uber),  
27

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28 <sup>2</sup> Erin Griffith, *Meet the App That Helps Gig Workers Know How Much They Really Make*, New York Times (October 11, 2022), <https://www.nytimes.com/2022/10/11/technology/gig-workers-drivers-para-app.html>.

1 Openforce was soon in Para's crosshairs. On information and belief, Defendants put their  
2 plan into action in June 2022 when Para employee Jimmy Thompson created an Openforce  
3 account posing as an independent contractor. On information and belief, Para, Mr.  
4 Pickerell, and Mr. Thompson did so with the intention of infiltrating Openforce's system,  
5 so that they could learn how Openforce operates and create a competing company.

6 25. The plan did not get far at first, thanks to Openforce's structure and security  
7 systems. For example, Openforce restricts access to its on-boarding and enrollment  
8 platform to potential independent contractors selected by Openforce's clients. Openforce  
9 achieves this protection by limiting access to the enrollment platform to those with a  
10 customer-specific activation code. When entered, an activation code allows an  
11 independent contractor to access the enrollment workflow for the specific customer who  
12 provided that code. Use of these codes and access to these systems is authorized only by  
13 actual independent contractors seeking work with Openforce's customers. Using  
14 activation codes to access the particularized workflows of any customer for any other  
15 purpose—such as to misappropriate Openforce's Trade Secrets—is forbidden by an end  
16 user license agreement, to which all would-be contractors must agree before accessing  
17 Openforce's system to begin on-boarding. So Para and Mr. Pickerell devised a scheme to  
18 improperly access Openforce's Trade Secrets, including by obtaining Openforce's  
19 activation codes and then lying about their true intentions for using them. On information  
20 and belief, Para and Mr. Pickerell began doing just that.

21 26. In April 2023, Para and Mr. Pickerell escalated their plan at the Express  
22 Carrier's Association conference, where they first got in touch with Openforce. Unaware  
23 of Para's problematic past and its ploy, Openforce stayed in touch with Para throughout  
24 that summer and arranged an in-person meeting in October 2023 with Openforce's CEO,  
25 Chairman of the Board, and CTO to discuss next steps for a potential corporate transaction.

C. To Gain Access to Openforce's Trade Secrets, Para Enters into a Non-Disclosure Agreement With Openforce.

27. Before the October 2023 meeting, Openforce required Para to execute the MNDA, as is its practice. *See* Ex. A. This agreement provided that sensitive, confidential information would be shared by both parties to allow them to evaluate a potential business relationship. The parties further agreed that the MNDA “shall be binding upon the Parties, their assigns, successors in interest, administrators, or representatives.” Ex. A, § 6(b).

28. With respect to confidential information, Openforce and Para agreed in the MNDA that:

the Receiving Party, and any of its affiliates, parents, subsidiaries, and their respective employees, vendors, agents, officers, directors, and owners **shall not disclose the Confidential Information of the Disclosing Party and shall not use the Confidential Information of the Disclosing Party for any purpose other than expressly permitted by the Disclosing Party.** Such prohibited uses of the Confidential Information include but are not limited to: (i) **to compete directly or indirectly with the Disclosing Party;** (ii) **to develop products or services competitive with those of the Disclosing Party;** or (iii) to assist any third party in any of the foregoing. Disclosure of the Confidential Information of the Disclosing Party by the Receiving Party shall be limited to the Receiving Party's legal counsel and only the employees of the Receiving Party who have a need to know such Confidential Information and are bound in writing by confidentiality terms no less restrictive than those contained herein. Neither party has any rights to the patents, copyrights, trade secrets, trade names, trademarks, or service marks (whether or not registered), or any other rights, franchises or licenses of the other, unless otherwise agreed between the parties in a separate written agreement. Neither party shall modify, create derivative works from, reverse engineer, reverse assemble, decompile, or reverse compile any software or other material contained in the Confidential Information of the other party.

Ex. A, § 1(b) (emphasis added).

29. The MNDA contained a non-solicitation provision, under which the

Parties agree[d] to support and protect each other's efforts in performance of this Agreement by refraining during the life of this Agreement plus six months from any direct or indirect contact or solicitation of any customers, employees or opportunities introduced to one Party by the other Party. This

1 explicitly excludes any customers or opportunities the Parties  
2 have previously engaged with or been presented and any  
3 employees responding to a publicly posted job opening so long  
as such employee was not solicited.

4 Ex. A, § 2.

5 30. To date, no party has terminated the MNDA; it remains in effect. Ex. A, § 3.

6 31. Discussions between Openforce and Para continued. During September  
7 2023, Openforce's Chief Product Officer and VP of Marketing and Partnerships met with  
8 Mr. Pickerell and Jessica DiGulio, a Para operations employee. Openforce shared an  
9 overview of Openforce's products and services.

10 32. These discussions continued, including at an in-person meeting on October  
11 19, 2023 in Scottsdale, Arizona. Mr. Pickerell and a deputy attended for in-person Para,  
12 while Openforce's CEO, Chairman of the Board, and CTO attended for Openforce. At this  
13 meeting, and pursuant to the MNDA, Openforce shared detailed and confidential business  
14 plans, growth strategies, insurance information, and its revenue models.

15 33. The meeting between Openforce and Para seemed to end on a positive note;  
16 however, less than two weeks later, Para told Openforce that it had no interest in  
17 proceeding. The parties held a final discussion on November 7, 2023, at which the parties  
18 went their separate ways.

19 **D. Following the Meeting with Openforce, Para and Mr. Pickerell Rebrand Para**  
20 **as GigSafe and Enlist GigSafe's Employees to Fraudulently Access**  
21 **Openforce's Trade Secrets.**

22 34. While Para was meeting with Openforce, Mr. Pickerell had already started  
23 rebranding Para as GigSafe. According to Mr. Pickerell's LinkedIn profile, he started  
24 GigSafe in September 2023—a month before meeting with Openforce's most senior  
25 leaders about a potential business transaction. Corporate records show Para began  
26 operating under the GigSafe trade name on December 1, 2023.

27 35. With a new name, Para and Mr. Pickerell tried to shed their history of  
28 wrongdoing and pivot from a product that took from the likes of Uber and DoorDash to



1 one that unfairly and unlawfully relied on stolen trade secrets to compete against  
2 Openforce.

3 36. New identity in place, Mr. Pickerell and GigSafe implemented the next step  
4 in their scheme, in which GigSafe employees created accounts with Openforce by  
5 masquerading as independent contractor drivers seeking work from Openforce's clients—  
6 just as they had attempted with Mr. Thompson in June of 2022. But this time was different,  
7 because Mr. Pickerell was now armed with information learned from Openforce under the  
8 MNDA. As a result, on information and belief, GigSafe and Mr. Pickerell knew how to  
9 get these employees "inside" Openforce's systems by posing as independent contractors  
10 and procuring customer-specific activation codes. Once inside, the GigSafe actors could  
11 access Openforce's Trade Secrets in the form of its customer-specific workflows and, by  
12 implication, the underlying Workflow Designer that Openforce uses to build them. Over  
13 the next year and a half and on information and belief, GigSafe and Mr. Pickerell misused  
14 the activation codes for at least ten Openforce customers, as detailed below.

15 37. On November 8, 2023, GigSafe employee Daniel Gerow, responsible for  
16 GigSafe's compliance and insurance, created an account in furtherance of this plan. On  
17 January 16, 2024, three additional GigSafe employees—Ms. DiGulio, Mr. Thompson, and  
18 Valery Kochetkov (GigSafe's Director of Engineering)—did the same. And yesterday,  
19 May 13, 2025, two additional GigSafe employees created accounts in furtherance of this  
20 plan—Amanda Tomkins (Product & Customer Success) and Megan Hicks (Client  
21 Manager). All six GigSafe employees did so by posing as independent contractors. On  
22 information and belief, each of these six GigSafe employees registered for accounts at the  
23 direction of GigSafe and Mr. Pickerell and were acting within the scope of their  
24 employment and for the benefit of their employer, GigSafe, in doing so.

25 38. GigSafe—through Mr. Thompson, Mr. Gerow, Ms. DiGulio,  
26 Mr. Kochetkov, Ms. Tomkins, and Ms. Hicks—then took the next step in their plan,  
27 entering customer activation codes and going through the enrollment process and accessing  
28 the Openforce systems for the following Openforce customers:

- 1       • “Customer A”: On January 16, 2024, Mr. Kochetkov became the first known

2       GigSafe employee to enroll with an Openforce Client. He did so by pretending

3       to be an independent contractor “Delivery Partner” for an Openforce client,

4       Customer A, a same-day delivery company for construction parts. Doing so

5       granted him access to Customer A’s custom designed enrollment workflows on

6       the Openforce platform. On January 23, 2024, Mr. Thompson followed suit,

7       enrolling as a “Delivery Partner.” On February 9, 2024, DiGulio did the same.

8       Nearly one year later, Mr. Thompson again enrolled as a “Delivery Partner” for

9       Customer A, this time using the Openforce account he had created on June 21,

10      2022, with his Para email address. Upon gaining entrance, these three GigSafe

11      employees soaked up Openforce’s workflows and documents. For example,

12      during the January 23, 2024, enrollment, Mr. Thompson spent hours clicking

13      through Customer A’s “Delivery Partner” enrollment workflow, accessing and

14      viewing Openforce’s compliance, payment, and insurance documents, many of

15      which reflect Openforce’s sensitive Trade Secrets. The insurance documents

16      viewed by Mr. Thompson, for example, reflect Openforce’s unique, industry-

17      leading offerings, which took years to develop. As part of this process, Mr.

18      Thompson signed an independent contractor agreement with Company A,

19      misrepresenting that he would be performing services for Customer A. And

20      demonstrating that he was working at the direction of GigSafe and Mr. Pickerell,

21      Mr. Thompson in an insurance coverage form identified Mr. Pickerell—his

22      “Work Colleague”—as the policy’s beneficiary:

**Beneficiary Information:**Primary Beneficiary: David Pickerell Relationship: Work ColleagueSigned:  jim thompson Date: 1/23/2024  
(Signature of Applicant)

- “Customer B”: On February 6, 2024, Mr. Thompson returned to Openforce’s platform, where he enrolled as a “Contractor” for another Openforce client, Customer B, a same-day courier service. This time, Mr. Thompson used the Openforce account he created in June 2022 with a Para email address. Mr. Thompson spent over three hours scouring the enrollment process and Openforce’s customized workflows for Customer B. He again signed a document misrepresenting that he operated his own “independent business” and that he was “providing service for or in connection with” Company B “as an independent contractor.” Over these several hours, Mr. Thompson completed Customer B’s workflow multiple times, even though the typical independent contractor only completes the workflow once—going through the workflow multiple times would allow him to test Openforce’s workflows and gain more information to benefit GigSafe. For example, using alternative inputs, he could see alternative results, obtaining a fuller understanding of the entirety of the workflow. As with Customer A, Mr. Thompson also filled out an insurance form identifying Mr. Pickerell—referred to this time as “El Jefe”—as the beneficiary.

<b>Beneficiary Information –</b>	
Primary Beneficiary: <u>David Pickerell</u>	Relationship: <u>El Jefe</u>
Contingent Beneficiary: _____	Relationship: _____
<b>Approved By</b>	
<u>JIM A THOMPSON</u>	Date <u>2/6/2024</u>
<small>(Authorized signature)</small>	

- “Customer C”: On March 7, 2024, Mr. Thompson enrolled twice as a “Motor Carrier” for Customer C, a supply chain management firm, using two different accounts associated with a Para email address. As with his enrollments for Customers A and B, Mr. Thompson spent several hours over several days iteratively accessing Openforce’s proprietary workflow and viewing payroll and insurance documents. Mr. Thompson specifically identified “Para Inc.” as his

1 employer and the entity that would contract with Customer C. Mr. Thompson  
 2 repeatedly returned to the enrollment system in the following months—he has  
 3 done so as recently as April 28, 2025.

- 4 • “Customer D”: In early April 2024, Mr. Thompson used an Openforce account  
 5 that he created with his GigSafe email a few weeks prior to fraudulently enroll  
 6 as a “Field Representative” for Customer D, a retail intelligence and  
 7 merchandising service company. Mr. Thompson again signed up for insurance  
 8 as an “Independent Contractor” for Customer D. As usual, Mr. Thompson listed  
 9 Mr. Pickerell as the beneficiary on this form. This time, Mr. Thompson  
 10 identified Mr. Pickerell as his “Boss,” suggesting that Mr. Thompson  
 11 fraudulently accessed Openforce’s proprietary platform at the direction of his  
 12 boss, Mr. Pickerell, and for the benefit of his employer, GigSafe.

13  
 14 **Beneficiary Information –**

15 Primary Beneficiary: David Pickerell Relationship: Boss  
 16 Signed: JIM A THOMPSON Date: 4/1/2024

- 17  
 18  
 19 • “Customer E”: On April 12, 2024, Mr. Thompson created another new  
 20 Openforce account, this time with a Para email address. That day, Mr.  
 21 Thompson used the Openforce account he created on January 16, 2024, with a  
 22 personal email address to enroll as an “Independent Contractor – Courier” for  
 23 Customer E, a same-day courier service. He spent over an hour going through  
 24 the enrollment for Customer E, learning how Openforce configured the  
 25 workflow for Customer E and substance of customer-specific documents. On  
 26 April 15, 2024, Mr. Thompson created another Openforce account with a  
 27 different GigSafe email address. He used this account to enroll for a second time  
 28 as an “Independent Contractor – Courier” for Customer E. That day, he used his

1 Openforce account created on April 12, 2024, with a Para email address to enroll  
2 as an “Independent Contractor – Courier” for Customer E for a third time.

- 3 • “Customer F”: On April 16, 2024, Mr. Thompson enrolled as a “New  
4 Contractor (CBC & DS)” for Customer F, a medical courier service, using the  
5 Openforce account he created on April 12, 2024, with a Para email address. Just  
6 over one week later, on April 25, 2024, he enrolled as a “New Contractor” for  
7 Customer F, using the Openforce account created on March 20, 2024, with his  
8 GigSafe email address. And on April 26, 2024, he enrolled again as a “New  
9 Contractor” for Customer F, using an Openforce account he created on June 21,  
10 2022, with a Para email address. Mr. Thompson spent over three hours enrolling  
11 during this final process. He filled out a W-9 form on behalf of “Para Inc.”  
12 listing a San Francisco address associated with Para and Mr. Pickerell. He filled  
13 out an auto insurance form again listing this San Francisco address. He once  
14 again listed this San Francisco address in an occupation accident insurance form,  
15 in which he identified the beneficiary “David Pickleson” [sic] at “1800 E 13th  
16 Street, Austin, TX.” Mr. Thompson identified Mr. “Pickleson” [sic] as a  
17 “Stepchild.” Mr. Thompson also filled out a “Logistics-Carrier Agreement”  
18 between Customer F and “Para Inc.,” listing again the San Francisco address  
19 associated with Para and Mr. Pickerell. Around this same time, on April 24,  
20 2024, a separate GigSafe employee, Mr. Gerow, also enrolled as a “New  
21 Contractor” for Customer F, using the Openforce account he created on  
22 November 8, 2023. He proceeded through several of the proprietary enrollment  
23 steps, which included gaining access to and viewing Customer F’s  
24 “Requirements” for independent contractors. Finally, on June 28, 2024, Mr.  
25 Thompson enrolled for a third time as a “New Contractor” for Customer F, using  
26 an Openforce account he created on June 21, 2022, with a Para email address.
- 27 • “Customer G”: On August 21, 2024, Mr. Gerow enrolled as a “Direct IC Owner  
28 Operator” for Customer G, a courier service. Mr. Gerow spent approximately

40 minutes going through various workflows, filling out and viewing insurance enrollment forms and agreements with Customer G.

- “Customer H”: On October 13, 2024, Mr. Thompson enrolled as a “Contractor” for Customer H, a courier service, using the Openforce account created on March 20, 2024, with his GigSafe email address. As part of the workflow, Mr. Thompson submitted a W-9 and insurance enrollment forms. On October 15, 2024, Mr. Gerow also enrolled as a “Contractor” for Customer H, using the Openforce account created on November 8, 2023, with his personal email address. He proceeded through many steps of the enrollment process and viewed key proprietary documents related to insurance coverage, payment information, and background checks. Mr. Thompson returned to his Customer H enrollment as recently as May 5, 2025.

<u>jimmy@withpara.com</u>		
Email address		
<u>Pickleson</u>	<u>David</u>	
Beneficiary Last Name	First Name	M.I.
<u>1800 E 13th Street, Austin, TX</u>		
Beneficiary Address		
<u>Stepchild</u>	or	
Relationship		

- “Customer I”: On May 13, 2025, new Openforce accounts for Mr. Gerow and Ms. Hicks were created using their GigSafe email addresses. At the invite of Customer I, a courier service, both enrolled as an “Independent Contractor.” Mr. Gerow, for example, proceeded through many steps of this enrollment, which allowed him to view key proprietary documents related to insurance, payments, and background checks. Like Mr. Thompson did for Customer B, Mr. Gerow completed Customer I’s workflow multiple times, which allowed him to obtain more information to benefit GigSafe.
- “Customer J”: Also on May 13, 2025, Ms. Tomkins created a new Openforce

1 account using her GigSafe email address. That same day, at the invite of  
2 Customer J, a freight shipping and delivery service, both Ms. Tomkins and  
3 Mr. Gerow enrolled as a “Master Contractor.” Mr. Gerow also enrolled as a  
4 “Subcontractor.” While doing so, he spent nearly 40 minutes proceeding  
5 through Openforce’s workflows for Customer J, during which time he viewed  
6 and accessed proprietary documents related to insurance, payments, and  
7 background checks.

8 39. None of the GigSafe employees discussed above ever performed the courier  
9 services, retail merchandising services, supply chain management services, or other  
10 services as independent contractors for Customers A–J through Openforce’s platform.  
11 Instead, on information and belief, the GigSafe employees purposefully misrepresented  
12 their identities and intentions, enrolling to improperly access, learn about, and then misuse  
13 Openforce’s Trade Secrets to design a copycat competing system and provide similar  
14 offerings. This insider knowledge in the form of Openforce’s pricing information also  
15 allowed GigSafe to undercut Openforce’s prices, including, for example, with respect to  
16 insurance. And GigSafe advertisements for its product display a client interface starkly  
17 similar to those of Openforce’s tailored and non-public administrative interfaces available  
18 only to clients with the necessary login credentials to access them.

19 40. Shortly after learning that GigSafe employees were improperly using and  
20 accessing its systems, Openforce terminated access to its systems for all known accounts  
21 of GigSafe personnel.

22 **E. GigSafe Builds a Competing Platform Based on the Stolen Openforce Trade**  
23 **Secrets, and Then Steals Openforce’s Customers.**

24 41. On information and belief, GigSafe used the ill-gotten information from their  
25 hacking into Customer A–J’s workflows in an attempt to poach them—in violation of the  
26 MNDA’s customer non-solicitation provision, in which the parties agree to refrain “from  
27 any direct or indirect contact or solicitation of any customers, employees or opportunities  
28 introduced to one Party by the other Party.” Ex. A, § 2.



42. In March 2024, GigSafe, through Mr. Thompson, sent a letter to a potential Openforce customer, “Customer K,” which attacked Openforce by name and said that the potential use of Openforce would likely “cost[] you a king’s ransom to pay and insure your drivers.” The letter lists GigSafe’s mailing address as “1800 E 13th Street, Austin, TX”—the same address that Thompson listed for “David Pickleson” as the beneficiary on an occupation accident insurance form for Customer F. The letter concluded with Mr. Thompson requesting that Customer K “consider GigSafe”:



43. On information and belief, this letter to Customer K is only one example of similar letters that GigSafe sent to actual or potential Openforce’s customers.

44. On October 17, 2024, only days after both Mr. Thompson and Mr. Gerow enrolled as independent contractors with Customer H, Customer H sent Openforce a notice of cancellation on October 17, 2024. GigSafe now boasts on its website that Customer H is one of its customers.<sup>3</sup>

<sup>3</sup> Our Customers, GigSafe (last visited May 14, 2025), <https://www.gigsafe.com/our-customers>.

1           45. On April 17, 2025, Customer B submitted to Openforce a notice of  
2 cancellation. On information and belief, Customer B is now a customer of GigSafe.

3           46. And Customer F, who appears on the GigSafe website as a GigSafe  
4 customer, recently notified Openforce that it would be cancelling its services in June.

5                           **CAUSES OF ACTION**

6                           **FIRST CAUSE OF ACTION**

7                   **Misappropriation Under and Violation of Defend Trade Secrets Act (“DTSA”)**

8                           **18 U.S.C. § 1836 *et seq.***

9                           **Against Mr. Pickerell and GigSafe**

10           47. Openforce incorporates and re-alleges each and every allegation above as if  
11 fully set forth herein.

12           48. Openforce is the owner of Trade Secrets, as defined above and incorporated  
13 herein. These Trade Secrets relate in part to Openforce’s software system, including  
14 Manage, Openforce’s tailored and non-public administrative interfaces available only to  
15 clients with the necessary login credentials to access them, and the Workflow Designer and  
16 related enrollment offerings, which allows companies both large and small to manage and  
17 on-board new independent contractors, as well as the finished product created for any  
18 individual customer by the Workflow Designer in the form of customers’ specific  
19 enrollment workflows (blueprints); associated documents that reveal Openforce’s and the  
20 customers’ preferences, on-boarding processes, business operations, and compliance  
21 strategies; and information related to Openforce’s insurance plans, compliance strategies,  
22 and payroll offerings.

23           49. Openforce has taken reasonable and extensive measures to keep secret the  
24 Trade Secrets. These are described above and incorporated herein and include, for  
25 example, requiring non-disclosure agreements before any external disclosures, password  
26 protecting computers, applying other network protections to prevent unauthorized external  
27 access, including firewalls, encryption, and cyber security software, requiring employees  
28 to abide by confidentiality rules and an employee code of conduct, training employees on

1 these rules, requiring authorization codes to enroll with its customers, and restricting use  
2 to only authorized users in connection with actually acting as an independent contractor  
3 for its customers. Due to these security measures, the Trade Secrets are not available for  
4 others in the contractor management industry—or in any other industry—to use through  
5 any legitimate means.

6 50. Openforce's Trade Secrets derive independent economic value from not  
7 being generally known to, and not being readily ascertainable through proper means by,  
8 another person who could obtain economic value from the disclosure or use of the  
9 information in the ways described above and incorporated herein.

10 51. At no time did Openforce consent to GigSafe's or Mr. Pickerell's taking,  
11 using, retaining, or disclosing the Trade Secrets, except as expressly permitted under the  
12 MNDA.

13 52. In violation of Openforce's rights, Mr. Pickerell and GigSafe  
14 misappropriated the Trade Secrets within the meaning of the DTSA, 18 U.S.C. § 1836, in  
15 the improper and unlawful manners as alleged above and incorporated herein, including by  
16 acquiring, retaining, and using Openforce's trade secret information.

17 53. Mr. Pickerell and GigSafe misappropriated the Trade Secrets in the ways  
18 described above and incorporated here, including by (a) on information and belief,  
19 receiving Openforce's Trade Secrets and other confidential information that was  
20 wrongfully disclosed to them by GigSafe's employees masquerading as independent  
21 contractors for Openforce's customers or by pretending to be an administrator with one of  
22 Openforce's customers, (b) entering into the MNDA in order to obtain Openforce's Trade  
23 Secrets and other confidential information, despite having no intention of a potential  
24 corporate transaction with Openforce; (c) retaining those materials, and (d) using them in  
25 direct competition with Openforce. Mr. Pickerell and GigSafe did so despite knowing that  
26 these GigSafe employees had no authorization from Openforce to possess or disclose the  
27 Trade Secrets.

28

54. Mr. Pickerell's and GigSafe's ongoing misappropriation of the Trade Secrets is intentional, knowing, willful, malicious, fraudulent, and oppressive. On information and belief, they know of the confidentiality, ownership, and use restrictions on the Trade Secrets.

55. As a direct result of Mr. Pickerell's and GigSafe's conduct, Openforce has suffered harm and significant damages within the meaning of 18 U.S.C. § 1836(b)(3)(B)(i)(I), in an amount to be proven at trial. In addition, Mr. Pickerell and GigSafe have been unjustly enriched as a result of his misappropriation of the Trade Secrets within the meaning of 18 U.S.C. § 1836(b)(3)(B)(i)(II), in an amount to be proven at trial.

56. Because Openforce's remedy at law is inadequate, Openforce seeks, in addition to damages, permanent injunctive relief to recover and protect the Trade Secrets. Openforce's business operates in a competitive market and will continue suffering irreparable harm absent injunctive relief.

## **SECOND CAUSE OF ACTION**

### **Misappropriation Under and Violation of the Arizona Uniform Trade Secrets Act ("AUTSA")**

**Ariz. Rev. Stat. § 44-401 *et seq.***

**Against Mr. Pickerell and GigSafe**

57. Openforce incorporates and re-alleges each and every allegation above as if fully set forth herein.

58. Openforce is the owner of Trade Secrets, as defined above and incorporated herein. These Trade Secrets relate in part to Openforce's software system, including Manage, Openforce's tailored and non-public administrative interfaces available only to clients with the necessary login credentials to access them, and the Workflow Designer and related enrollment offerings, which allows companies both large and small to manage and on-board new independent contractors, as well as the finished product created for any individual customer by the Workflow Designer in the form of customers' specific enrollment workflows (blueprints); associated documents that reveal Openforce's

1 customers' preferences, on-boarding processes, business operations, and compliance  
2 strategies; and information related to Openforce's insurance plans, compliance strategies,  
3 and payroll offerings. These Trade Secrets comprise business, scientific, technical,  
4 economic, or engineering information that constitute "trade secrets" under Arizona Rev.  
5 Stat. § 44-401(4).

6 59. Openforce has taken reasonable and extensive measures to keep secret the  
7 Trade Secrets. These are described above and incorporated herein and include, for  
8 example, requiring non-disclosure agreements before any external disclosures, password  
9 protecting computers, applying other network protections to prevent unauthorized external  
10 access, including firewalls, encryption, and cyber security software, requiring employees  
11 to abide by confidentiality rules and an employee code of conduct, training employees on  
12 these rules, requiring authorization codes to enroll with its customers, and restricting use  
13 to only authorized users in connection with actually acting as an independent contractor  
14 for its customers. Due to these security measures, the Trade Secrets are not available for  
15 others in the contractor management industry—or in any other industry—to use through  
16 any legitimate means.

17 60. Openforce's Trade Secrets derive independent economic value from not  
18 being generally known to, and not being readily ascertainable through proper means by,  
19 another person who could obtain economic value from the disclosure or use of the  
20 information in the ways described above and incorporated herein.

21 61. At no time did Openforce consent to GigSafe's or Mr. Pickerell's taking,  
22 using, retaining, or disclosing the Trade Secrets, except as expressly permitted under the  
23 MNDA.

24 62. In violation of Openforce's rights, Mr. Pickerell and GigSafe  
25 misappropriated the Trade Secrets within the meaning of the AUTSA, Arizona Rev. Stat.  
26 § 44-401, in the improper and unlawful manners as alleged herein, including by acquiring,  
27 retaining, and using Openforce's trade secret information.  
28

1           63. Mr. Pickerell and GigSafe misappropriated the Trade Secrets in the ways  
2 described above and incorporated here, including by (a) on information and belief,  
3 receiving Openforce's Trade Secrets and other confidential information that was  
4 wrongfully disclosed to them by GigSafe's employees masquerading as independent  
5 contractors for Openforce's customers or by pretending to be an administrator with one of  
6 Openforce's customers, (b) entering into the MNDA in order to obtain Openforce's Trade  
7 Secrets and other confidential information, despite having no intention of a potential  
8 corporate transaction with Openforce; (c) retaining those materials, and (d) using them in  
9 direct competition with Openforce. Mr. Pickerell and GigSafe did so despite knowing that  
10 these GigSafe employees had no authorization from Openforce to possess or disclose the  
11 Trade Secrets.

12           64. Mr. Pickerell's and GigSafe's ongoing misappropriation of the Trade Secrets  
13 is intentional, knowing, willful, malicious, fraudulent, and oppressive. On information and  
14 belief, they know of the confidentiality, ownership, and use restrictions on the Trade  
15 Secrets.

16           65. As a direct result of Mr. Pickerell's and GigSafe's conduct, Openforce has  
17 suffered harm and significant damages within the meaning of Arizona Rev. Stat. § 44-403,  
18 in an amount to be proven at trial. In addition, Mr. Pickerell and GigSafe have been  
19 unjustly enriched as a result of his misappropriation of the Trade Secrets within the  
20 meaning of Arizona Rev. Stat. § 44-403, in an amount to be proven at trial.

21           66. Because Openforce's remedy at law is inadequate, Openforce seeks, in  
22 addition to damages, permanent injunctive relief to recover and protect the Trade Secrets  
23 within the meaning of Arizona Rev. Stat. § 44-402. Openforce's business operates in a  
24 competitive market and will continue suffering irreparable harm absent injunctive relief.  
25  
26  
27  
28

**THIRD CAUSE OF ACTION**

**Tortious Interference with Contract**

**Against Mr. Pickerell and GigSafe**

67. Openforce incorporates and re-alleges each and every allegation above as if fully set forth herein.

68. Openforce entered into valid and enforceable contracts with each of Customers A–J; specifically a “Business Services Agreement” with Customers A, C–G, and I; an “Openforce-Openflex Pro Business Services Agreement” with Customers B and J; and a “Third Party Administration Agreement” with Customer H. Each of these contracts contains or contained a non-disclosure provision.

69. On information and belief, GigSafe and Mr. Pickerell were aware of the obligations Customers A–J owed to Openforce as early as January 2024, when GigSafe and Mr. Pickerell first directed the GigSafe employees to enroll as independent contractors for any of Customers A–J to gain access to the Openforce platform.

70. On information and belief, GigSafe and Mr. Pickerell directed GigSafe’s employees to sign up or enroll on Openforce’s platform as independent contractors for Customers A–J, which violated the terms of Openforce’s agreements with each of Customers A–J.

71. On information and belief, GigSafe and Mr. Pickerell directed GigSafe’s employees and agents to sign up or enroll on Openforce’s platform as independent contractors for Customers A–J for the purposes of learning Openforce’s workflows as to each of Customers A–J, attempting to recreate competing workflows, and taking the business of Customers A–J from Openforce.

72. On information and belief, GigSafe and Mr. Pickerell used the Trade Secrets and confidential information acquired by GigSafe’s employees to create a product that competes with Openforce. At least three of Customers A–J have left or will leave Openforce, and GigSafe lists two of Customers A–J as customers on its website.



1           73. Openforce has suffered actual damages as a result of GigSafe's and  
2 Mr. Pickerell's interference and will continue to suffer absent declaratory and injunctive  
3 relief, substantial pecuniary loss in an amount to be determined at trial and irreparable harm  
4 to Openforce's business.

5           74. On information and belief, GigSafe and Mr. Pickerell directed the GigSafe  
6 employees to sign up as independent contractors on Openforce's platform and to gain  
7 access through misrepresentation about being a potential independent contractor. And the  
8 GigSafe employees did so within the scope of their employment for GigSafe, as shown by,  
9 among other things, the GigSafe employees (a) using GigSafe and Para email addresses;  
10 (b) listing Mr. Pickerell as a beneficiary on several forms; (c) identifying Mr. Pickerell as  
11 the "boss," "El Jefe," or a "coworker" on several forms; and (d) listing Para as the GigSafe  
12 employee's employer.

#### 13                                   **FOURTH CAUSE OF ACTION**

#### 14                                   **Tortious Interference with Business Expectancy**

#### 15                                   **Against Mr. Pickerell and GigSafe**

16           75. Openforce incorporates and re-alleges each and every allegation above as if  
17 fully set forth herein.

18           76. Openforce has entered into a valid, enforceable contract with each of  
19 Customers A–J of an ongoing nature, as described above and incorporated here, which are  
20 each subject to a 30-day notice to terminate. Each of the customers had been with  
21 Openforce for multiple years, and Openforce reasonably expected those business  
22 relationships to continue.

23           77. On information and belief, GigSafe and Mr. Pickerell were aware of the  
24 relationship between Openforce and Customers A–J as early as January 2024, when  
25 GigSafe and Mr. Pickerell, on information and belief, first directed GigSafe's employees  
26 to enroll as independent contractors with Customers A–J using the Openforce platform.

27           78. On information and belief, GigSafe and Mr. Pickerell directed GigSafe's  
28 employees and agents to sign up or enroll on Openforce's platform as independent

1 contractors for Customers A–J for the purposes of learning Openforce’s workflows as to  
2 each of Customers A–J, attempting to recreate competing workflows, and taking the  
3 business of Customers A–J from Openforce.

4 79. On information and belief, GigSafe and Mr. Pickerell used the information  
5 acquired by GigSafe’s employees to create a product that competes with Openforce. At  
6 least three of Customers A–J have left or will leave Openforce, and two of Customers A–  
7 J are listed as customers on GigSafe’s website.

8 80. Openforce has suffered actual damages as a result of GigSafe’s and  
9 Mr. Pickerell’s interference, and will continue to suffer absent declaratory and injunctive  
10 relief, substantial pecuniary loss in an amount to be determined at trial and irreparable harm  
11 to Openforce’s business.

12 81. On information and belief, GigSafe and Mr. Pickerell directed the GigSafe  
13 employees to sign up as independent contractors on Openforce’s platform and to gain  
14 access through misrepresentation about being a potential independent contractor. And the  
15 GigSafe employees did so within the scope of their employment for GigSafe, as shown by,  
16 among other things the GigSafe employees (a) using GigSafe and Para email addresses;  
17 (b) listing Mr. Pickerell as a beneficiary on several forms; (c) identifying Mr. Pickerell as  
18 the “boss,” “El Jefe,” or a “coworker” on several forms; and (d) listing Para as the GigSafe  
19 employee’s employer.

## 20 **FIFTH CAUSE OF ACTION**

### 21 **Fraudulent Misrepresentation**

#### 22 **Against GigSafe**

23 82. Openforce incorporates and re-alleges each and every allegation above as if  
24 fully set forth herein.

25 83. On information and belief, at the direction of GigSafe and Mr. Pickerell and  
26 within the scope of their employment at GigSafe, Mr. Thompson, Mr. Gerow,  
27 Mr. Kochetkov, Ms. DiGulio, Ms. Tomkins, and Ms. Hicks in each of the enrollments on  
28

1 each of the dates identified above, represented that each would serve as independent  
2 contractors for certain of Openforce's clients.

3 84. On information and belief, this representation was false; they never had any  
4 intention of serving as independent contractors, including because at the time of the  
5 representation, they were employees or agents of GigSafe. None of Mr. Thompson,  
6 Mr. Gerow, Mr. Kochetkov, Ms. DiGulio, Ms. Tomkins, and Ms. Hicks ever worked for  
7 Openforce's customers as independent contractors as a result of enrollments in Openforce's  
8 system.

9 85. These representations were material because access to Openforce's  
10 proprietary enrollment platform is conditioned on the individuals' representation that they  
11 are using the system for the purposes of serving as an independent contractor.

12 86. On information and belief, Mr. Thompson, Mr. Gerow, Mr. Kochetkov,  
13 Ms. DiGulio, Ms. Tomkins, and Ms. Hicks knew their representations were false, because  
14 they made the representations while employees at GigSafe and never intended to work for  
15 Openforce's customers as independent contractors.

16 87. On information and belief, Mr. Thompson, Mr. Gerow, Mr. Kochetkov,  
17 Ms. DiGulio, Ms. Tomkins, and Ms. Hicks intended that Openforce would rely upon their  
18 representations, so that they would gain access to the Openforce system.

19 88. Openforce was unaware at the time that the representations of  
20 Mr. Thompson, Mr. Gerow, Mr. Kochetkov, Ms. DiGulio, Ms. Tomkins, and Ms. Hicks  
21 were false. Openforce processes thousands of independent contractors through its system,  
22 and to do so, has implemented a reasonable system of checks to ensure the person is who  
23 they say they are and to rely on representations provided by the enrolling independent  
24 contractor, especially because it is ultimately the decision of the Openforce client to decide  
25 whether to accept the enrollment.

26 89. As a direct result of GigSafe's conduct, Openforce has suffered injury. On  
27 information and belief, GigSafe and Mr. Pickerell used the information acquired by  
28 GigSafe's employees through fraud to create a product that competes with Openforce. At

1 least three of Customers A–J have left or will leave Openforce, and two of Customers A–  
2 J are listed as customers on GigSafe’s website.

3 **SIXTH CAUSE OF ACTION**

4 **Fraudulent Inducement of a Contract**

5 **Against Mr. Pickerell and GigSafe**

6 90. Openforce incorporates and re-alleges each and every allegation above as if  
7 fully set forth herein.

8 91. As described above and incorporated here, Openforce entered into a valid  
9 and enforceable contract with Para—the MNDA—to enable the exchange of information  
10 between the two parties to evaluate a potential corporate transaction between them.

11 92. On information and belief, Mr. Pickerell and Para misrepresented to  
12 Openforce that it was interested in a potential corporate transaction. On information and  
13 belief, this representation was false, because at the same time of the MNDA, Mr. Pickerell  
14 and Para had started GigSafe, which is a direct competitor to Openforce. On information  
15 and belief, Mr. Pickerell and Para intentionally hid the existence of GigSafe from  
16 Openforce.

17 93. This misrepresentation was material because Openforce would have had no  
18 interest in discussing its confidential information with Mr. Pickerell and Para absent the  
19 possibility of the contemplated commercial transaction and had it known that Mr. Pickerell  
20 and Para had no intention of entering into that transaction.

21 94. On information and belief, Mr. Pickerell and Para made this  
22 misrepresentation with knowledge of its falsity because Para had started GigSafe, a direct  
23 competitor to Openforce, at the same time as the MNDA was executed.

24 95. On information and belief, Mr. Pickerell and Para made this  
25 misrepresentation about its intentions of competing against Openforce and misusing its  
26 confidential information with the intent of inducing Openforce to enter into the MNDA,  
27 which was a necessary condition for the Openforce to share sensitive, proprietary  
28 information with Mr. Pickerell and Para about Openforce’s business.

1           96.     Openforce reasonably relied on Mr. Pickerell's and Para's misrepresentation  
2 because GigSafe was not a publicly known entity at the time, and Mr. Pickerell and Para  
3 affirmatively hid from Openforce their intent to compete against Openforce through their  
4 new GigSafe venture.

5           97.     at no point in the prior discussions between Openforce and Para had Para or  
6 Mr. Pickerell ever suggested that they intended to open a direct competitor to Openforce.

7           98.     As a direct and proximate result of Para's and Mr. Pickerell's misconduct,  
8 Openforce has been directly harmed in an amount to be proven at trial, including because  
9 it induced Openforce into sharing sensitive business information with Para and  
10 Mr. Pickerell that it otherwise would not have, Para and Mr. Pickerell then used this  
11 information to launch a competing product, GigSafe, and GigSafe has stolen customers  
12 from Openforce.

### 13                                   **SEVENTH CAUSE OF ACTION**

#### 14                   **Breach of Contract (Openforce-Para Mutual Non-Disclosure Agreement)**

#### 15                                   **Against GigSafe**

16           99.     Openforce incorporates and re-alleges each and every allegation above as if  
17 fully set forth herein.

18           100.    As described above and incorporated here, Openforce entered into a valid  
19 and enforceable contract with Para—the MNDA—to enable the exchange of information  
20 between the two parties to evaluate potential corporate transaction between them.

21           101.    GigSafe is a d/b/a of Para, so the MNDA applies with equal force to GigSafe.  
22 Further, the MNDA contains a valid successor clause binding Para's "successors," which  
23 covers GigSafe in the event discovery reveals that GigSafe is technically organized as a  
24 separate corporate entity because, at minimum, GigSafe is a "successor" to Para.

25           102.    GigSafe breached the MNDA's provision barring "any direct or indirect  
26 contact or solicitation of any customers . . . introduced to one Party by the other Party."  
27 Ex. A, § 2. On information and belief, GigSafe has engaged in many affirmative  
28 solicitations of such customers.

103. On information and belief, GigSafe breached the MNDA by, among other things, using Openforce's Trade Secrets and Confidential Information (as that term is defined in the MNDA) in a manner not for the benefit of Openforce. Ex. A, § 1(a)-(b).

104. On information and belief, GigSafe further breached the MNDA by failing to return Openforce's Trade Secrets and Confidential Information (as that term is defined in the MNDA) in compliance with section 1(d). Ex. A, § 1(d).

105. Openforce has performed all of its obligations under the MNDA.

106. As a direct and proximate result of GigSafe's breach of the MNDA, Openforce has been directly harmed in an amount to be proven at trial.

107. As provided in the MNDA, GigSafe agreed that its breach of the MNDA meant that Openforce cannot be made whole by monetary damages, and therefore, Openforce seeks an injunction to prevent a breach or further breach of the MNDA. Ex. A, § 4.

108. Further, for GigSafe's breach of the MNDA, Openforce is entitled to reasonable attorney's fees incurred in seeking to enforce the MNDA. *Id.*

## **EIGHTH CAUSE OF ACTION**

### **Unfair Competition**

#### **Against Mr. Pickerell and GigSafe**

109. Openforce incorporates and re-alleges each and every allegation above as if fully set forth herein.

110. Openforce owns confidential information, as discussed above and incorporated herein. Openforce maintains that this information qualifies as trade secrets as defined above and under both the DTSA and the AUTSA. But to the extent that this information is determined to not qualify as a trade secret, Openforce maintains that this information qualifies as confidential, including because Openforce has taken appropriate measures to keep this information secret. These include, for example, requiring non-disclosure agreements before any external disclosures, password protecting computers, applying other network protections to prevent unauthorized external access, including

1 firewalls, encryption, and cyber security software, requiring employees to abide by  
2 confidentiality rules and an employee code of conduct, training employees on these rules,  
3 requiring authorization codes to enroll with its customers, and restricting use to only  
4 authorized users in connection with actually acting as an independent contractor for its  
5 customers.

6 111. At no time did Openforce consent to Mr. Pickerell's taking, using, retaining,  
7 or disclosing Openforce's confidential information for any purpose except for the benefit  
8 of Openforce. At no time did Openforce consent to GigSafe's or its employees' taking,  
9 using, retaining, or disclosing Openforce's confidential information for any purpose at all.

10 112. In violation of Openforce's rights, Mr. Pickerell and GigSafe improperly  
11 accessed and misused Openforce's confidential information, in the improper and unlawful  
12 manners as alleged herein, including by improperly acquiring, retaining, and using  
13 Openforce's confidential information.

14 113. Mr. Pickerell and GigSafe improperly accessed and misused Openforce's  
15 confidential information in the ways described above and incorporated here, including by  
16 (a) on information and belief, receiving Openforce's confidential information that was  
17 wrongfully disclosed to them by GigSafe's employees masquerading as independent  
18 contractors for Openforce's customers, (b) entering into the MNDA in order to obtain  
19 Openforce's Trade Secrets and other confidential information, despite having no intention  
20 of a potential corporate transaction with Openforce; (c) retaining those materials, and (d)  
21 using them in direct competition with Openforce. Mr. Pickerell and GigSafe did so despite  
22 knowing that these GigSafe employees had no authorization from Openforce to possess or  
23 disclose Openforce's confidential information.

24 114. Mr. Pickerell's and GigSafe's ongoing misuse of Openforce's confidential  
25 information is intentional, knowing, willful, malicious, fraudulent, and oppressive. They  
26 know of the confidentiality, ownership, and use restrictions on Openforce's confidential  
27 information.  
28



115. As a direct result of Mr. Pickerell's and GigSafe's conduct, Openforce has suffered harm and significant damages in an amount to be proven at trial.

### **NINTH CAUSE OF ACTION**

#### **Unjust Enrichment**

#### **Against Mr. Pickerell and GigSafe**

116. Openforce incorporates and re-alleges each and every allegation above as if fully set forth herein.

117. Openforce owns Trade Secrets, as defined above and incorporated herein. In violation of Openforce's rights, Mr. Pickerell and GigSafe misappropriated the Trade Secrets in the improper and unlawful manners as alleged herein, including by acquiring, retaining, and using Openforce's trade secret information. On information and belief, Mr. Pickerell and GigSafe used the Trade Secrets in the ways described above and incorporated here, including by using them to create a contractor-management platform in direct competition with Openforce. Mr. Pickerell and GigSafe have economically benefited from their use of Openforce's Trade Secrets by gaining customers for their competing platform and have been unjustly enriched to Openforce's detriment, including because Openforce has lost customers to GigSafe.

118. At no time did Openforce consent to GigSafe's or Mr. Pickerell's using the Trade Secrets in the ways described herein, which were likewise without justification.

119. It would be inequitable and unjust to allow Defendants to retain the economic benefits conferred upon them by stealing Openforce's Trade Secrets for use in their competing product.

120. Openforce has no adequate remedy at law.

121. As a result of Defendants' wrongful conduct, Openforce is entitled to the preliminary and permanent injunctive relief requested herein and damages in an amount to be proven at trial.

122. Openforce further seeks an order establishing Defendants as constructive trustees of any profits by which they are unjustly enriched, together with interest during

1 the period when Defendants retain such funds, and requiring Defendants to disgorge those  
2 funds to Openforce.

3 123. At all material times, the GigSafe employees were acting as employees of  
4 GigSafe, and Defendants are therefore liable for the harm and damages caused by the  
5 GigSafe employees' unlawful conduct.

### 6 **DEMAND FOR JURY TRIAL**

7 124. Openforce demands a trial by jury on all issues so triable.

### 8 **PRAYER FOR RELIEF**

9 Openforce prays for a judgment against GigSafe as follows:

10 a. A judgment in favor of Openforce and against GigSafe and Mr. Pickerell;

11 b. An award of damages caused by GigSafe's and Mr. Pickerell's conduct,  
12 including compensatory, unjust enrichment, punitive, and exemplary damages, as well as  
13 applicable interest;

14 c. The disgorgement of GigSafe's and Mr. Pickerell's profits, proceeds, and  
15 financial gain associated with the wrongdoing alleged herein;

16 d. Preliminary and permanent injunctions enjoining GigSafe and Mr. Pickerell,  
17 as well as their employers, agents, employees, and all persons acting in concert with them,  
18 from using, copying, publishing, disclosing, transferring, or selling Openforce's Trade  
19 Secrets or other confidential or proprietary information, or any product that is based on or  
20 incorporates part or all of Openforce's Trade Secrets or other confidential and proprietary  
21 information, and from obtaining any commercial advantage or unjust enrichment from their  
22 misappropriation of Openforce's Trade Secrets or other confidential or proprietary  
23 information;

24 e. An injunction requiring GigSafe to comply with all terms of the MNDA,  
25 including by: (i) holding Openforce's Trade Secrets and Confidential Information in the  
26 strictest confidence and not using them for any unauthorized purpose; (ii) delivering to  
27 Openforce all of its property in any form; (iii) refraining from competing with Openforce  
28 for a period of six months following the termination of the MNDA, plus an additional

1 amount of time corresponding to the amount of time that GigSafe competed with  
2 Openforce and that it took Openforce to obtain a favorable judgment; and (iv) not soliciting  
3 Openforce's customers in accordance with the terms of the MNDA;

4 f. A declaration that neither GigSafe nor Mr. Pickerell have any rights or  
5 privileges to use Openforce's Trade Secrets;

6 g. A declaration stating that the original three-year term of the non-compete  
7 provision of the MNDA, Ex. A § 3, shall be extended by one day for each day GigSafe  
8 failed to comply with it;

9 h. An order requiring GigSafe and Mr. Pickerell, as well as their employers,  
10 agents, employees, and all persons acting in concert with them, to return to Openforce any  
11 and all of Openforce's Trade Secrets or other confidential or proprietary information that  
12 may be determined not to be Trade Secret information, including but not limited to any and  
13 all materials created incorporating or referencing Openforce's Trade Secrets or other  
14 confidential information;

15 i. The imposition of a constructive trust for the benefit of Openforce upon: (i)  
16 all assets misappropriated or used by GigSafe in violation of its contractual obligations to  
17 Openforce, and all Openforce trade secrets misappropriated by GigSafe and/or  
18 Mr. Pickerell; and (ii) all gains, including, but not limited to, any profits of, equity interests  
19 in, and/or increases in the value of equity interests in, GigSafe, derived from the breach of  
20 any agreements with Openforce, or from any misappropriation of Openforce's Trade  
21 Secrets or other confidential or proprietary information by GigSafe and/or Mr. Pickerell;

22 j. An award of its reasonable attorney's fees costs, and expenses incurred  
23 pursuant to the MNDA, A.R.S. §§ 12-341.01, 12-341, and any other applicable agreements  
24 and law;

25 k. All pre-judgment and post-judgment interest as permitted under the parties'  
26 agreements and the law; and

27 l. Such other relief as the Court may deem proper.  
28

Dated: May 14, 2025

By: s/ Cameron A. Fine

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*Attorneys for Plaintiff*

*Contractor Management Services, LLC d/b/a  
Openforce*

# EXHIBIT A

**MUTUAL NON-DISCLOSURE AGREEMENT**

THIS IS A MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement"), entered into on 9/7/2023 (the "Effective Date"), by and between CONTRACTOR MANAGEMENT SERVICES, LLC DBA OPENFORCE ("Openforce"), with an address at 8701 E. Hartford Drive, Suite 110, Scottsdale, AZ 85255 and Para with an address at 123 Villa Terrace San Francisco CA, 94114 (individually referred to as a "Party", or collectively as the "Parties").

**1. CONFIDENTIAL INFORMATION.**

- a) **DEFINITION OF CONFIDENTIAL INFORMATION.** Each party (the "Disclosing Party") may during the term of this Agreement disclose, or permit access to, to the other party (the "Receiving Party"), certain non-public information, including, but not limited to, information regarding: systems, personal information, agreements, data, payment information, patents and patent applications; trade secrets; mask works, ideas, concepts, know-how, techniques, sketches, drawings, works of authorship, models, inventions, processes, algorithms, software (in both source code and object code formats), and formulas related to each of the parties (and their respective affiliates), including information regarding experiments, developments, designs, specifications, customer lists, product plans, investors (or potential investors), employees, agents, contractual relationships, forecasts, sales, merchandising, and marketing plans; business and personal information of employees, customers, vendors, and independent contractors, including but not limited to personal identification information, payment information, and contracting information; and regardless of whether so marked or confirmed, any unannounced or non-public products or services of the Disclosing Party (including such products or services themselves), and including without limitation business models, methodologies, customer lists and financial information (collectively, "Confidential Information"). With respect to Confidential Information disclosed orally or in intangible format, the Receiving Party shall treat all such orally disclosed Confidential Information as confirmed Confidential Information.
- b) **PROTECTION.** Except as expressly permitted by this Agreement, the Receiving Party, and any of its affiliates, parents, subsidiaries, and their respective employees, vendors, agents, officers, directors, and owners shall not disclose the Confidential Information of the Disclosing Party and shall not use the Confidential Information of the Disclosing Party for any purpose other than expressly permitted by the Disclosing Party. Such prohibited uses of the Confidential Information include but are not limited to: (i) to compete directly or indirectly with the Disclosing Party; (ii) to develop products or services competitive with those of the Disclosing Party; or (iii) to assist any third party in any of the foregoing. Disclosure of the Confidential Information of the Disclosing Party by the Receiving Party shall be limited to the Receiving Party's legal counsel and only the employees of the Receiving Party who have a need to know such Confidential Information and are bound in writing by confidentiality terms no less restrictive than those contained herein. Neither party has any rights to the patents, copyrights, trade secrets, trade names, trademarks, or service marks (whether or not registered), or any other rights, franchises or licenses of the other, unless otherwise agreed between the parties in a separate written agreement. Neither party shall modify, create derivative works from, reverse engineer, reverse assemble, decompile, or reverse compile any software or other material contained in the Confidential Information of the other party.
- c) **EXCEPTIONS.** Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party as reflected in the written records of the Receiving Party; (ii) was or has been disclosed by the Disclosing Party to a third party under no obligation to maintain its confidence; (iii) was or becomes lawfully known to the general public without breach of this Agreement; (iv) is approved in writing by an authorized representative of the Disclosing Party for disclosure by the Receiving Party; (v) is required to be disclosed, to an appropriate Court, in order for the Receiving Party to enforce its rights under this Agreement; or (vi) is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall, if permitted by law, immediately notify the Disclosing Party of such requirement in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.
- d) **RETURN OF CONFIDENTIAL INFORMATION.** At the discretion and direction of the Disclosing Party, the Receiving Party shall return, destroy, or erase all Confidential Information of the Disclosing Party in tangible form within 15 business days after the expiration or termination of this Agreement, and confirm in writing to the Disclosing Party the completion of such directive.

**2. NON-SOLICITATION.** The Parties agree to support and protect each other's efforts in performance of this Agreement by refraining during the life of this Agreement plus six months from any direct or indirect contact or solicitation of any customers, employees or opportunities introduced to one Party by the other Party. This explicitly excludes any customers or opportunities the Parties have previously engaged with or been presented and any employees responding to a publicly posted job opening so long as such employee was not solicited.

**3. TERM AND TERMINATION.** The term of this Agreement shall continue from the Effective Date and shall govern all disclosures of Confidential Information between the parties thereafter until the earlier of when (a) this Agreement is terminated by either party by the providing of 30 days' written notice of termination to the other party; or (b) the termination of a business relationship via a separate agreement. Notwithstanding the foregoing, the Parties obligations with respect to Confidential Information shall survive termination of this Agreement for the longer of three years following (a) termination of the Agreement or (b) termination of a subsequent agreement between the Parties.

**4. REMEDIES.** The Parties acknowledge that in the event this Agreement is breached, the Disclosing Party cannot be made whole by monetary damages. Accordingly, the Disclosing Party, in addition to any other remedies to which it may be entitled by law or in equity, shall be entitled to seek: (i) an injunction to prevent a breach or further breach of this Agreement, (ii) an order compelling specific performance of this Agreement, or (iii) any combination of the above or other remedy allowed by law. The prevailing Party in any such proceeding to enforce the terms of this Agreement shall recover its reasonable attorneys' fees and costs incurred in enforcing the Agreement. Before initiating any of the above actions, however, the Disclosing Party shall advise the Receiving Party in writing of any suspected violation of this Agreement and give the Receiving Party five business days to attempt to cure the alleged violation.


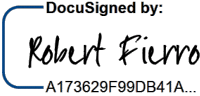
**5. CHOICE OF LAW AND JURISDICTION.** This Agreement shall be subject to the laws of the State of Arizona, without reference to its conflicts of laws principles. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the State and Federal Courts located in Phoenix, Arizona, and the parties hereby submit to the personal jurisdiction of such courts.

**6. MISCELLANEOUS**

a) **SEVERABILITY, WAIVER.** If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby. Failure to exercise any right, privilege or remedy under this Agreement shall not be construed as a waiver of that right, privilege or remedy with respect to the circumstances which gave rise thereto or with respect to any future or similar circumstance.

b) **SUCCESSORS, ENTIRE AGREEMENT.** This Agreement shall be binding upon the Parties, their assigns, successors in interest, administrators, or representatives. This Agreement sets forth the entire agreement and understanding between the Parties and cannot be modified, amended, supplemented or rescinded except with written consent of the Parties. The Parties hereby agree that a facsimile copy of this Agreement will be deemed an original for all purposes, and each party hereby waives the necessity of providing the original copy of this Agreement to bind the other.

**AGREED TO BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES:**

OPENFORCE	Company: Para
By:  DocuSigned by: 8FEF0436B84F4BE...	By:  DocuSigned by: A173629F99DB41A...
Name: David Matre	Name: Robert Fierro
Title: CFO	Title: Chief Revenue Officer
Date: 9/7/2023	Date: 9/7/2023



**Civil Cover Sheet**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

**The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.**

**Plaintiff(s): Contractor Management Services, LLC d/b/a  
 Openforce , ;**

**Defendant(s): Para, Inc. d/b/a GigSafe , ; David Pickerell , ;**

County of Residence: Outside the State of Arizona

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

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**IFP REQUESTED**

**REMOVAL FROM COUNTY, CASE #**

II. Basis of Jurisdiction:

**3. Federal Question (U.S. not a party)**

III. Citizenship of Principal Parties(Diversity Cases  
 Only)

Plaintiff:-

N/A

Defendant:-

N/A

IV. Origin :

**1. Original Proceeding**

No

Class Action:

Dollar Demand:

Yes

Jury Demand:

VIII. This case is not related to another case.

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**Signature:** s/ Cameron A. Fine

**Date:** 5/14/2025

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.