

STATE OF TENNESSEE
SUMMONS

FILED
WILLIAMSON COUNTY
CLERK & MASTER

2019 AUG 27 PM 4:24

IN THE CHANCERY COURT FOR WILLIAMSON COUNTY, TENNESSEE

CBX LAW, LLC d/b/a LATITUDE

Plaintiff

Plaintiff

vs.

LEXICON SERVICES, LLC

Defendant

CIVIL ACTION NO.

48663 M

Service By:

☐ Sheriff

☒ Attorney

☐ Sec. Of State

☐ Comm. Of Insurance

To the above named Defendant: Lexikon Services, LLC, c/o Registered Agents, Inc., 5900 Balcones Drive, Suite 100, Austin, TX 78731-4257

You are hereby summoned and required to serve upon Samuel P. Funk, and D. Gil Schuette, Sims|Funk, PLC plaintiff's attorney, whose address is 3322 West End Avenue, Suite 200, Nashville, TN 37203, an answer to the complaint which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witnessed and issued, Elaine B. Beeler, Clerk and Master for said Court at office this 28 day of August, 2019.

Marqueline Edwards
Clerk & Master

NOTICE:

To the defendant(s): Tennessee law provides a ten thousand dollar (\$10,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the terms you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Mail list, including docket number, to: Clerk and Master, P.O.Box 1666, Franklin, TN 37065.

COPY

IN THE CHANCERY COURT FOR
WILLIAMSON COUNTY, TENNESSEE

CBX LAW, LLC d/b/a LATITUDE,)

Plaintiff,)

v.)

Case No: 48663 M

LEXIKON SERVICES, LLC)

Defendant.)
_____)

COMPLAINT

Plaintiff CBX Law, LLC d/b/a Latitude (“Latitude”) for its Complaint against defendant Lexikon Services, LLC (“Lexikon”) states as follows:

INTRODUCTION

1. This lawsuit concerns the theft of trade secrets. In late December 2018, Michael P. Murphy (“Murphy”) proactively reached out to Latitude, whose offices are in Franklin, Tennessee, about the possibility of his co-owning and launching a branch of Latitude’s legal services business in Austin, Texas. Murphy and Latitude entered into a Mutual Confidentiality & Non-Disclosure Agreement on January 1, 2019 (the “NDA”).¹ For the next two months, the parties engaged in detailed and in-depth discussions about Murphy’s launching Latitude in Austin.

¹ Pursuant to the NDA, Latitude has demanded arbitration against Murphy individually.

COPY

2. During their discussions, Murphy requested and Latitude shared with him numerous documents which contained Latitude's confidential information and trade secrets, as well as information conveyed orally, including, but not limited to, Latitude's analysis regarding the Austin legal market; pricing, pay, benefits and expense data; sales, recruiting and launch methods, lessons-learned and know-how; and detailed financial modeling of the new venture in that area. After mining Latitude for information in dozens of hours of calls, meetings and email discussions with Latitude representatives (who were located in Franklin), Murphy concluded discussions in an email in which he praised Latitude but claimed that it was not the right fit for him at that time.

3. Unbeknownst to Latitude, however, Murphy (armed with Latitude's confidential information and trade secrets) was planning to launch a copy-cat legal services venture, Defendant Lexikon, which he formed not long after ending discussions with Latitude. On its website, Lexikon dishonestly claims it was "inspired by the pioneering spirit of innovators *in other industries*."² (Emphasis added).

THE PARTIES

4. Latitude is a Tennessee limited liability company with its principal place of business in Franklin, Williamson County, Tennessee.

5. Lexikon is a Texas limited liability company with its principal place of business at 5900 Balcones Drive, Ste 100 Austin, Texas, 78731-4257. It may be served

² This quote appears on the website of Lexikon Services, LLC: www.golexikon.com. As discussed more fully below, Lexikon is the company Murphy formed after obtaining Latitude's confidential information and trade secrets.

with process at Registered Agents, Inc., 5900 Balcones Drive, Ste 100 Austin, Texas, 78731-4257.

BACKGROUND

LATITUDE'S ORIGINS

6. Latitude is a legal services company. It was founded in 2013 by Ross Booher, Ken Clarke and others.

7. After serving as U.S. Navy Judge Advocate General's Corps officer, Mr. Booher joined the law firm of Bass, Berry & Sims in Nashville in 2002. As a law firm partner, Mr. Booher observed the challenges that law firm attorneys faced due to the ebb and flow of matters, the need to keep associates supplied with engaging work but avoid burn-out and attrition, the need to provide cost effective options to clients such as secondments, and the challenge of outstanding attorneys who were not geared for partnership finding fulfilling and well-paid careers post-law firm.

8. In terms of the potential market, Mr. Booher noticed that many legal services companies provided traditional contract attorneys (e.g., document review attorneys) and e-discovery technology to law firms, and that a few companies provided more specialized attorneys only to corporate legal departments. Rather than follow these models, Mr. Booher saw the opportunity to create a new and unique company that would serve attorneys, law firms, in-house legal departments and their clients alike in a collaborative way that benefited everyone.

9. Mr. Booher shared his idea with Ken Clarke, an experienced business executive with start-up expertise. Together, they researched the legal services industry

and determined that there was a market for this type of high-end, niche legal services business.

10. In starting Latitude, Mr. Booher and Mr. Clarke understood that it would take significant time and resources to learn the nuances of the legal market for high-end engagement services, including the types of messaging, pricing, sales techniques, recruiting techniques, benefits, insurance, legal documents and systems necessary to both attract and retain the right type of attorneys, clients and corporate staff to create a profitable and scalable business.

11. Over the next five years, Latitude invested hundreds of thousands of dollars developing the business and learning lessons, ranging from the best client mix, the right pricing approach, which services to offer and prioritize, how to sell those services, the types of client, candidate and employee documentation that worked best, the benefits and insurance needed and wanted by clients and candidates, the most suitable vendors, etc.

12. This learning process was costly in terms of both time and money and involved extensive brand and message testing, extensive use of attorneys (including outside ethics counsel) to draft and review corporate documents and vet engagement structures; drafting and refining the numerous documents used as part of the confidential sales, recruiting and internal corporate processes; testing and use of multiple CRM systems; testing and use of multiple advertising platforms; assessment and determinations of the right internal processes and corporate employee skills sets and traits.

13. One of Latitude's goals since its formation has been to test and refine the business in order to create a template which could then be replicated in other markets.

14. As a result of this willingness to invest heavily in both time and money into these lessons learned and continual refinements, Latitude grew significantly in its first five years. By late 2018, Latitude had honed its model, including its service offerings which now included providing law-firm level attorneys and paralegals to law firms, corporate legal departments and companies without legal departments (in a unique structure partnering with law firms), on an engagement, engagement-to-hire and/or permanent basis.

LATITUDE'S EXPANSION

15. Latitude sought to expand its business by partnering with attorneys in other legal markets to replicate Latitude's successful business model by co-owning and running affiliate Latitude subsidiaries in those markets.

16. Latitude expended considerable resources identifying prime target markets. It did so by, among other things, gathering and analyzing data regarding various market indicators, including the volume of lawyers, volume of businesses requiring legal services, hourly rates, competition, economic factors specific to the legal market and other factors. Using data it gathered and information regarding Latitude's performance over time, Latitude was able to make projections regarding the potential success and viability of a new venture in a particular target market.

17. Latitude identified several target markets in several states including Texas, with Austin as a primary target.

18. Latitude then then sought to identify an attorney business partner in the target market who would serve as the Market President and co-own the local Latitude operation.

19. In December 2018, Latitude posted an ad on Indeed.com (an employment-related search engine for job listings), which stated in part as follows:

Latitude is seeking an attorney business partner to serve as Market President and co-own Latitude in Austin. This is an outstanding opportunity for a highly successful, experienced attorney who wants to leave the practice of law and launch Latitude in Austin, using our proven model, established infrastructure and supporting corporate team.

MURPHY CONTACTS LATITUDE

20. On or about December 29, 2018, Murphy contacted Latitude in response to the Indeed.com post.

21. Mr. Booher explained to Murphy in general terms the opportunity Latitude was offering. Rather than an employee/employer relationship, Latitude was seeking a true business partner who would invest in and co-own what would become Latitude Austin.

22. Before sharing any of Latitude's trade secrets and confidential information, Mr. Booher provided Murphy with a copy of the NDA and asked him to sign it and return it, which Murphy did.

23. In Section 1 of the NDA, Murphy agreed as follows:

(i) to take reasonable measures to ***maintain the confidentiality*** of information Latitude has disclosed, or discloses, to you in confidence (including Latitude's terms, agreements, engagement structures, clients and employees, prospective clients, services,

business models, plans, fees, strategy, relationships, financial information, potential opportunities, etc.); (ii) *not to use such information for any purpose except for evaluating a business relationship* between you and Latitude; and (iii) *not to disclose* or confirm such information to third-parties.

(**Exhibit A**) (emphasis added).

24. In reliance upon his execution of the NDA, Latitude shared with Murphy detailed and specific trade secrets and confidential information concerning Latitude's business, including its plans and projections for Austin.

25. Over the course of numerous phone calls, web meetings (e.g. "screen shares"), emails and in-person meetings in Nashville, Latitude shared with Murphy a number of proprietary documents and information, including detailed, confidential information about its business, financial situation and the like. This information included, among other things, confidential forms and templates, profit and loss information, most profitable client and candidate types and engagement structures, how-to information to secure new clients and attorneys, messaging, rates, pay, projected revenues, benefits and competitive intelligence.

26. Latitude also shared its pay/rate calculator with Murphy. This application is a proprietary tool Latitude uses to determine the appropriate rates to charge its clients and the amounts to pay its attorneys and paralegals.

27. On January 27-28, 2019, Latitude and Murphy met in-person in Franklin, Tennessee. These meetings included confidential detailed conversations and in-depth review of substantial amounts of confidential information including, but not limited to, Latitude's proprietary projections for the Austin market, tried and true business

development and recruiting strategies, operations, structure, and the proper launch approach.

28. After weeks of discussion and negotiation, Murphy emailed Mr. Booher on or about February 25, 2019, and stated as follows:

Thank you for visiting on Friday about my proposal. After reflection over the weekend, I've concluded that the Latitude opportunity is not the right fit for me at this time. It was a pleasure to meet you and your team; you've built a great organization. Congratulations on your success to date and very best wishes for continued success.

(A copy of Murphy's email and Mr. Booher's response is attached hereto as **Exhibit B**).

Murphy Breaches the NDA

29. Unbeknownst to Latitude, Murphy set about creating Lexikon, a copycat venture to provide services identical to those provided by Latitude.

30. On or about May 17, 2019, Murphy formed Lexikon Services, LLC ("Lexikon").

31. On or about July 23, 2019, Lexikon launched the website:
www.golexikon.com.

32. On its website, Lexikon identifies Murphy as the company's "Founder & CEO." See <https://www.golexikon.com/about-us> (A copy of this page from Lexikon's website is attached hereto as **Exhibit C**)

33. On information and belief, Murphy and Lexikon used some, if not all, of Latitude's confidential information and trade secrets to formulate a business plan for and start Lexikon.

34. On information and belief, Murphy and Lexikon are continuing to use some, if not all, of Latitude's confidential information and trade secrets in furtherance of Lexikon's business, including, but not limited to, the information and documents discussed in Paragraphs 25 through 28 above.

CAUSES OF ACTION

COUNT I

(Misappropriation of Trade Secrets in Violation of DTSA)

35. Latitude incorporates by reference the allegations set out in each of the above paragraphs.

36. Latitude is the owner of certain trade secrets within the meaning of the DTSA, 18 U.S.C. § 1839(3).

37. The information described herein constitutes trade secrets subject to the protection under the DTSA, 18 U.S.C. § 1832, *et seq.*

38. During their discussions and negotiations, Latitude provided Murphy with access to Latitude's trade secrets as discussed herein.

39. Latitude placed great trust and confidence in Murphy to protect and to not use those trade secrets, except for the purposes specified in the NDA.

40. The trade secrets described herein derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who could obtain economic value from the disclosure or use of the information. Such information is also related to products and services that are used or intended for use in interstate commerce.

41. Latitude has taken reasonable measures to maintain the secrecy of its trade secrets.

42. On information and belief, Lexikon has misappropriated Latitude's trade secrets to the extent it has used or imminently intends to use the trade secrets herein described.

43. On information and belief, Lexikon has committed actionable wrongs against Latitude to the extent it has printed, downloaded, emailed, transmitted, communicated, conveyed and/or otherwise possessed Latitude's trade secrets.

44. On information and belief, Lexikon has improperly used Latitude's trade secrets, including, but not limited to, information concerning Latitude's competitive advantages, pricing, compensation, internal systems, marketing research and information, competitive intelligence, internal systems and methods, financial models and service offering profit margins, and details about how it structures its relationships with its clients and employees in various circumstances.

45. To the extent Lexikon is using/has used/disclosed Latitude's trade secrets following the termination of his discussions with Latitude, it knows those trade secrets are misappropriated, or otherwise converted without Latitude's authorization.

46. By engaging in the actions described above, Lexikon has violated the DTSA, 18 U.S.C. §§ 1831-1839.

47. As a result of Lexikon's unlawful conduct, Latitude has suffered and will continue to suffer damages.

48. In addition, Lexikon should be ordered to return all originals and copies of Latitude's property to Latitude.

49. The harm suffered by Latitude is continuing and cannot be compensated by money damages alone; and thus, Latitude is entitled to, among other things, monetary damages and injunctive relief under the DTSA.

COUNT II
(Misappropriation of Trade Secrets in Violation of TUTSA)

50. The foregoing paragraphs are hereby incorporated by reference.

51. Latitude is the owner of certain trade secrets within the meaning of Tennessee's Uniform Trade Secret Act, Tenn. Code Ann. § 47-25-1701, *et. seq.* ("TUSTA").

52. The trade secrets have independent economic value and are entitled to protection.

53. Latitude has undertaken reasonable and considerable efforts to maintain the confidentiality and secrecy of its trade secrets.

54. To the extent Lexikon is using or has used/disclosed any of Latitude's trade secret information as described herein, it unlawfully uses/possesses those trade secrets.

55. Latitude's confidential, proprietary, and trade secret information derives independent economic value (actual or potential) from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from the disclosure or use of this information.

56. Latitude's trade secret information gives it a competitive advantage in the marketplace.

57. Lexikon has a statutory duty to keep secret, and not to disclose or use, Latitude's trade secrets.

58. To the extent Lexikon is using or disclosing Latitude's trade secrets, it knows those trade secrets are stolen and misappropriated, or otherwise converted without Latitude's authorization.

59. As a result of Lexikon's unlawful conduct, Latitude has suffered and will continue to suffer damages.

60. The harm suffered by Latitude is continuing and cannot be compensated by money damages alone; and thus, Latitude is entitled to, among other things, monetary damages and injunctive relief under the TUSTA.

61. In addition, Lexikon should be ordered to return all originals and copies of Latitude's property to Latitude.

62. Lexikon's aforementioned acts were and are willful, malicious, and/or fraudulent.

COUNT III
(Alternative Claim for Unjust Enrichment)

63. The foregoing paragraphs are hereby incorporated by reference.

64. As described above, Latitude conferred a benefit on Lexikon by way of Mr. Murphy, member of Lexikon, in the form of, among other things, confidential information, trade secrets, and industry know-how at no cost to either of them.

65. Lexikon appreciated the benefit and accepted it under circumstances such that it would be unjust for Lexikon to retain the benefit.

66. As a result, Latitude is entitled to compensatory damages in an amount to be proven at trial.

COUNT IV
(Common Law Intentional Interference with Contract)

67. The foregoing paragraphs are hereby incorporated by reference

68. The NDA is a legal contract between Murphy and Latitude.

69. Lexikon had actual knowledge of the of the NDA and its contents.

70. Murphy has breached the NDA by, among other things, using Latitudes' trade secrets.

71. Lexikon intended to and did induce Murphy to breach his NDA as described herein and acted maliciously in doing so.

72. Lexikon encouraged, aided, assisted, and participated in Murphy's acts of breaching his NDA and engaging in his wrongful conduct. This conduct caused Murphy to breach his NDA with Latitude.

73. Latitude has suffered and will continue to be damaged in the marketplace through the utilization of its trade secrets and confidential information against it, in an amount to be proven at trial, including but not limited to actual damages and punitive damages.

COUNT IV
(Inducement of Breach of Contract T.C.A. 47-50-109)

74. The foregoing paragraphs are hereby incorporated by reference.

75. The NDA is a legal contract between Murphy and Latitude.

76. Lexikon had actual knowledge of the of the NDA and its contents.

77. Murphy has breached the NDA by, among other things, using Latitudes' trade secrets.

78. Lexikon intended to and did induce Murphy to breach his NDA as described herein and acted maliciously in proximately causing the breach.

79. Lexikon encouraged, aided, assisted, and participated in Murphy's acts of breaching his NDA and engaging in his wrongful conduct. This conduct caused Murphy to breach his NDA with Latitude.

80. Latitude has suffered and will continue to be damaged in the marketplace through the utilization of its trade secrets and confidential information against it, in an amount to be proven at trial, including but not limited to treble damages against Lexikon for its violations of Tenn. Code Ann. § 49-50-109.

CONCLUSION AND PRAYER

Based upon the foregoing, Latitude respectfully requests the following relief:

1. awarding judgment to Latitude in an amount to be determined at the hearing of this matter;
2. all actual, consequential, special, liquidated, punitive, treble and exemplary damages as may be provided by applicable law;
3. its costs and reasonable attorney's fees as provided under 18 U.S.C. § 1836(b) and Tenn. Code Ann. § 47-25-1705, and/or other applicable law;

4. that Lexikon, its agents and all persons and entities acting in concert with it be enjoined from accessing, possessing, disclosing or otherwise using any of Latitude's confidential information and trade secrets;

5. that Lexikon, its agents and all persons and entities acting in concert with it be required to return to Latitude and/or destroy or delete Latitude's confidential information and trade secrets;

6. prejudgment, post judgment and other interest as permitted by law; and

7. such other and further relief as the Court deems appropriate.

Respectfully submitted,



Samuel P. Funk (#19777)
D. Gil Schuette (#30336)
SIMS|FUNK, PLC
3322 West End Ave., Ste. 200
Nashville, TN 37203
(615) 292-9335
sfunk@simsfunk.com
gshuette@simsfunk.com

Counsel for Plaintiff



Mutual Confidentiality & Non-Disclosure Agreement

Latitude, a Tennessee limited liability company, and the undersigned individual ("you" or "individual"), in consideration for the mutual agreements below, hereby agree as follows:

Unless otherwise agreed to in writing or required by law,

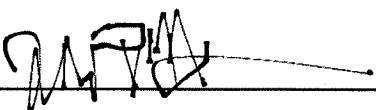
1. You agree: (i) to take reasonable measures to maintain the confidentiality of information Latitude has disclosed, or discloses, to you in confidence (including Latitude's terms, agreements, engagement structures, clients and employees, prospective clients, services, business models, plans, fees, strategy, relationships, financial information, potential opportunities, etc.); (ii) not to use such information for any purpose except for evaluating a business relationship between you and Latitude; and (iii) not to disclose or confirm such information to third-parties.

2. Latitude agrees: (i) to take reasonable measures to maintain the confidentiality of information you disclosed, or disclose, to Latitude in confidence; (ii) not to use such information for any purpose except for evaluating a business relationship between you and Latitude; and (iii) not to disclose or confirm such information to third-parties.

3. Latitude and you agree to submit any dispute or claim against the other arising from this agreement to confidential, binding arbitration to be held in Nashville, Tennessee before a single arbitrator, applying the Rules of the American Arbitration Association (AAA) and Tennessee law, construing this Agreement as mutually drafted, with each party: responsible for its own fees and expenses; equally sharing the arbitrator's fees and expenses; and waiving punitive, exemplary, multiplied, and consequential damages. However, the parties may also seek injunctive relief in state court in Williamson County, TN or the U.S. Middle District of TN.

Accepted & Agreed:

INDIVIDUAL:



Printed Name: michael p murphy

Date: 01/01/2019

Telephone Number: 5127438027

Email: mpmurf@gmail.com

Address: 4924 calhoun canyon loop

austin, texas 78735

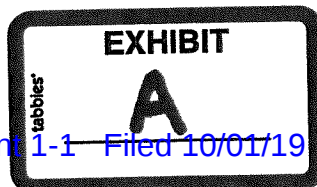
LATITUDE:

By: 

Name: Katie Bennett

Date: 12/31/2018

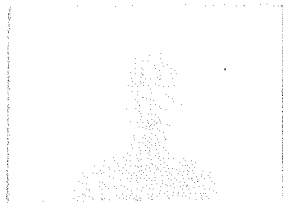
256 SEABOARD LANE, STE. H103 • FRANKLIN, TN 37067 • 615-550-3500 • LATITUDELEGAL.COM



Signature Certificate

 Document Reference: VKMYSBJAT5BZ2G3DZ3XLLD

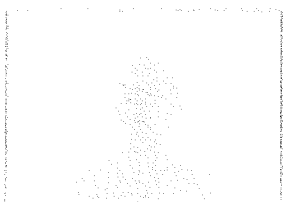
RightSignature
Easy Online Document Signing



Mike Murphy
Party ID: SXVA64IXTKBT4UKZGNJ8YE
IP Address: 172.56.11.183
VERIFIED EMAIL: mpmurf@gmail.com

Multi-Factor
Digital Fingerprint Checksum

acd7b3dc69b2dbf06e3ef951eba604dbfebe8487



Katie Bennett
Party ID: B9P7CJJ3NIWV6LZYCJEINR
IP Address: 68.52.17.140
VERIFIED EMAIL: kbennett@latitudelegal.com

Multi-Factor
Digital Fingerprint Checksum

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Timestamp

2019-01-01 08:11:07 -0800

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2018-12-31 15:41:08 -0800

2018-12-31 15:40:34 -0800

2018-12-31 15:40:34 -0800

Audit

All parties have signed document. Signed copies sent to: Mike Murphy, Katie Bennett, and Katie Bennett.

Document signed by Mike Murphy (mpmurf@gmail.com) with drawn signature. - 68.51.148.232

Document viewed by Mike Murphy (mpmurf@gmail.com). - 172.56.11.183

Document signed by Katie Bennett (kbennett@latitudelegal.com) with drawn signature. - 68.52.17.140

Document viewed by Katie Bennett (kbennett@latitudelegal.com). - 68.52.17.140

Document created by Katie Bennett (kbennett@latitudelegal.com). - 68.52.17.140



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

Gil Schuette

From: Ross Booher <rbooher@latitudelegal.com>
Sent: Monday, February 25, 2019 12:05 PM
To: mike murphy
Cc: Ken Clarke
Subject: RE: Latitude Proposal

Mike,

It has been great getting to know you. Thank you for your candid and thoughtful approach to evaluating the Latitude opportunity. While we regret we won't have the opportunity to work together at this time, we understand. We wish you continued success in your next endeavor and look forward to staying in touch.

Thank you,

Ross

ROSS BOOHER

LT 615 103 4724

rbooher@latitudelegal.com



From: mike murphy [mailto:mpmurf@gmail.com]
Sent: Monday, February 25, 2019 12:59 PM
To: Ross Booher <rbooher@latitudelegal.com>
Cc: Ken Clarke <kclarke@latitudelegal.com>
Subject: Re: Latitude Proposal

Ross and Ken,

Thank you for visiting on Friday about my proposal.

After reflection over the weekend, I've concluded that the Latitude opportunity is not the right fit for me at this time.

It was a pleasure meeting you and your team; you've built a great organization. Congratulations on your success to date and very best wishes for continued success!

Best regards,

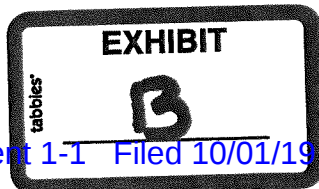
Mike

On Wed, Feb 20, 2019 at 10:34 PM Ross Booher <rbooher@latitudelegal.com> wrote:

Thank you. 4:00 PM Friday works well. We look forward to speaking with you then.

Thank you,

Ross



Leadership

Mike Murphy, Founder & CEO

Mike is a veteran of in-house, law firm, and government service. While serving as corporate counsel, Mike became convinced of a need to improve legal services for companies and lawyers alike, and Lexikon was born. Prior to founding Lexikon, Mike served as general counsel to a market-leading finance company. Before going in-house, Mike helped launch a number of ventures and practiced appellate litigation, handling high-stakes cases in the U.S. Supreme Court, Texas Supreme Court, and other federal and state courts. He started his legal career with Skadden Arps. Mike holds a bachelors in political economy from Hillsdale College and a J.D. from William & Mary. Mike is married to Stacie and they have four amazing daughters who help them revel in the simple wonders of life.

