

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	
)	
Aerotek, Inc.)	
)	
Plaintiff (s),)	2018-CP-23-0_____
)	
vs)	
)	SUMMONS
General Equipment & Supply Company, Inc.))	
)	
Defendant(s).)	

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at their office at P.O. Drawer 730 (207 N. Washington Street) in the City of Sumter, South Carolina, 29151, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to Answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, by way of judgment by default.

**LEVI, WITTENBERG, HARRITT,
HOEFER & DAVIS**

s /Anthony D. Hoefer
S.C. Bar No. 2547
Attorney for the Plaintiff
207 North Washington Street
Sumter, South Carolina 29150
803-773-8431
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Sumter, South Carolina

June 19, 2018.

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
Aerotek, Inc.)	Civil Action No. #2018-CP-23-_____
)	
Plaintiff,)	
)	
-vs-)	COMPLAINT
)	Non-Jury
General Equipment & Supply Company, Inc.))	Suit on Contract
)	
Defendant.)	

Plaintiff Aerotek, Inc. (hereinafter "Aerotek") and alleges the following against Defendant General Equipment & Supply Company, Inc. (hereinafter "General"):

PARTIES

1. Aerotek is a company incorporated in Maryland, qualified to do business in South Carolina, with its principal place of business located at 7301 Parkway Drive, Hanover, Maryland 21076.
2. General is a South Carolina corporation transacting business in Greenville, South Carolina.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over General pursuant to S.C. Code Ann. § 36-2-803 and otherwise.
4. Venue is proper in Greenville County because a substantial part of the events giving rise to this action took place in Greenville County, the county in which General maintains its principal place of business.

FACTUAL ALLEGATIONS

5. Aerotek incorporates each of the preceding allegations as if fully restated herein.
6. On or about October 13, 2015, Aerotek and General entered into a written agreement (hereinafter the "Contract") to provide supplemental staffing services. A copy of the Contract is attached hereto as Exhibit A.

7. Pursuant to the Contract, Aerotek, a temporary staffing firm, on or about October 26, 2015 provided a contract employee, Donald Weir, to General.

8. Paragraph 9 of the Contract contains a restrictive covenant, which reads as follows:

RESTRICTIVE COVENANT – CONVERSION: Aertok is not an employee agency. Its services are provided to great expense to Aerotek. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period of which a Contract Employee last performed services for the Client under this Agreement. Client shall not, directly or indirectly, for itself or on behalf of any other persona, firm, corporation, or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of Aerotek, or hire or engage such Contract Employee. If any Contract Employee provided by Aerotek to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employees last day of work at Client through Aerotek, the Client will pay Aerotek, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

9. On or about February 2, 2016, Weir terminated his employment relationship with Aerotek and General hired Weir as its employee.

10. Upon information and belief, Weir is currently employed by General.

11. Within twelve (12) months immediately following the period for which Weir last performed services for General, Weir began working as an employee for General.

12. Weir performed, and continues to perform, the same or similar services as those he performed as an Aerotek employee at General.

COUNT I – BREACH OF CONTRACT

13. Aerotek incorporates each of the preceding allegations as if fully restated herein.
14. The Contract is a valid and binding contract.
15. Pursuant to the terms of the Contract, the Plaintiffs provided a contract employee to General for the period October 26, 2015 to February 2, 2016, for which General was obligated to pay to Plaintiffs.
16. That despite due demand General has failed to make all payments as required an after credotomg the payments that were made, remains indebted to the Plaintiff in the sum of Thirty-Three Thousand, Forty Hundred Forty-Seven Dollars and 60/100 (\$33,447.60).

COUNT II – BREACH OF CONTRACT

17. Aerotek incorporates each of the preceding allegations as if fully vested herein.
18. Pursuant to the terms of the contract, General agreed that, within twelve (12) months following the period for which Weir was employed by Aerotek, General would not hire or engage Weir directly or indirectly.
19. General breached the restrictive covenant of the Contract by hiring Weir within twelve (12) months of the period for which Weir was employed by Aerotek.
20. Pursuant to the terms of the Contract, liquidated damages for the breach thereof are recoverable by Aerotek.
21. As a result of General's breach of contract, Aerotek is owed liquidated damages in the amount of Nine Thousand, One Hundred Twenty-Five Dollars and 02/100 (\$9,125.02) plus statutory interest pursuant to 34-31-20 (A), Code of Laws of South Carolina, as amended, from December 13, 2014 and attorney fees as provided in Exhibit A attached hereto and incorporated herein set forth verbatim.

PRAYERS FOR RELIEF

WHEREFORE, Aerotek requests that this Court grant the following relief:

1. Enter judgment in favor of Aerotek on Count I and against General, in the sum of Thirty-Three Thousand, Forty Hundred Forty-Seven Dollars and 60/100 (\$33,447.60) and on Count II for liquidated damages of Nine Thousand, One Hundred Twenty-Five Dollars and 02/100 (\$9,125.02) together with pre-suit interest through March 3, 2016, in the sum of Seven Hundred Forty-Four Dollars and 35/100 (\$744.35);
2. Award Aerotek post-suit interest and reasonable attorney's fees incurred in connection with the enforcement of the Contract; and Grant such other and further relief as the Court may deem appropriate.

LEVI, WITTENBERG, HARRITT,
HOEFER & DAVIS, P. A.

s /Anthony D. Hoefer
S.C. Bar No. 2547
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Sumter, South Carolina

June 19, 2018

STATE OF SOUTH CAROLINA	
COUNTY OF GREENVILLE	
Aerotek, Inc.	Plaintiff(s),
Vs	
General Equipment & Supply Company, Inc. Registered Agent: Rob Hall 3423 Fork Shoals Rd Simpsonville, South Carolina 29680	
	Defendant(s)
SUMMONS AND COMPLAINT	
LAW OFFICES OF LEVI, WITTENBERG, HARRITT, HOEFER & DAVIS, P. A. 207 North Washington Street Sumter, South Carolina 29151-0730 Post Office Drawer 730 Telephone (803) 773-8431	