

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
DUVAL COUNTY, FLORIDA

CASE NO.:  
DIVISION:

CANOPY PARTNERS, LLC, and  
JEFF PITTS,

Plaintiffs,

v.

JOSEPH PERKINS,

Defendant.

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### **COMPLAINT**

Plaintiffs Canopy Partners, LLC, and Jeff Pitts file this complaint against Defendant Joseph Perkins and state:

### **PARTIES, VENUE, AND JURISDICTION**

1. Plaintiff Canopy Partners, LLC (“Canopy”) is a Florida limited liability company with a principal place of business in Leon County, Florida.

2. Plaintiff Jeff Pitts is a resident of Florida.

3. Defendant Joseph Perkins is a resident of Alabama.

4. This Court has personal jurisdiction pursuant to Fla. Stat. § 48.193.

5. Venue is proper in Duval County, Florida.

6. This is an action for damages in excess of \$30,000, exclusive of interest, costs, and attorneys’ fees.

### **THE FACTS**

7. Beginning in 1995, Mr. Pitts was employed by Matrix, LLC, a strategic communications and political consulting firm based in Alabama.

8. Currently and at all relevant times, Matrix was owned by Mr. Perkins.

9. Mr. Pitts has served at various times as Matrix's chief operating officer, chief executive officer, and president.

10. Because of the nature of Matrix's business, Matrix and its employees often have access to highly confidential and proprietary information about Matrix's clients and their business operations.

11. Over the last fifteen years, Mr. Perkins regularly initiated discussions with Mr. Pitts relating to Mr. Perkins' retirement and plans to transition ownership of Matrix to Mr. Pitts. Despite these regular conversations, Mr. Perkins never followed through or allowed Mr. Pitts any real opportunity to obtain an ownership interest in Matrix.

12. Accordingly, on December 9, 2020, Mr. Pitts met with Mr. Perkins to advise that he and several other Matrix employees were leaving Matrix to start a new firm, Canopy.

13. Mr. Perkins was upset with this news and asked Mr. Pitts to reconsider. When Mr. Pitts declined, Mr. Perkins and Mr. Pitts engaged in several discussions regarding the transition of clients and personnel issues.

14. Mr. Perkins agreed that Mr. Pitts and Canopy were entitled to take Matrix's Florida-based clients, except that Matrix and Canopy could both perform work for one particular Florida client, referred to herein as "Client A."

15. Although Mr. Perkins initially led Mr. Pitts to believe Mr. Perkins would cooperate with a professional transition and sent emails supporting Mr. Pitts to Matrix clients, Mr. Perkins began almost immediately taking steps to harm, undermine, defame, and destroy the reputation of Mr. Pitts and Canopy, as well as to extort Mr. Pitts to Mr. Perkins' personal benefit.

To this end, Mr. Perkins used Matrix staff and confidential information to develop a campaign of false information and intimidation.

16. On January 15, 2021, Mr. Perkins texted a Canopy employee, threatening to expose sensitive information and telling him to “protect [yourself] quickly.”

17. On January 17, 2021, Mr. Perkins reached out to Client A to falsely claim to Client A that Mr. Pitts may have engaged in illegal actions with respect to the work Mr. Pitts had undertaken on behalf of the client and that Mr. Pitts had harmed the client.

18. On January 21, 2021, a Matrix employee, at Mr. Perkins’ direction, reached out to another potential client of Canopy to give a false warning to the client against engaging Canopy because of a purported conflict of interest, even though no such conflict of interest existed. Additionally, on January 26, 2021, Mr. Perkins called this same potential client and offered to partner with this client on business but only if they would do no future business with Canopy or Mr. Pitts.

19. Beginning on January 31, 2021, Matrix employees, at Mr. Perkins’ direction and over the course of a number of days, accessed the Facebook account of an organization that Canopy assists in managing, removing Canopy’s employees and consultants from accessing the account. Although Canopy’s employees and contractors were able to temporarily regain access through communications with Facebook explaining the improper access, on February 18, 2021, Matrix employees, again at Mr. Perkins’ direction, again improperly accessed the organization’s Facebook account and removed all Canopy-related employees/contractors as well as the other client account managers. Canopy and its client have since been unable to regain access to the account. Mr. Perkins has, on multiple occasions, refused to return control of the account to Canopy and its client.

20. In addition to usurping control of Canopy's client's organization's Facebook account, a Matrix employee, at Mr. Perkins' direction, improperly and without authority accessed and changed the password for a GoDaddy account that owned a number of domains belonging to Canopy's client's organization. Canopy and its client are unable to access or control the websites associated with those domains and Mr. Perkins has, on multiple occasions, refused to return control of the domains to Canopy and its client.

21. On February 26, 2021, Mr. Perkins reached out to Client A again to falsely tell the client that the client could not work with Canopy because Mr. Pitts was "under investigation by authorities."

22. On March 3, 2021, Mr. Perkins reached out to another client to falsely advise that client that Mr. Pitts was under investigation and had done something that was possibly illegal.

23. On March 19, 2021, a potential client ("Potential Client X"), which is an Atlanta-based company with operations in the Southeast including Alabama, Georgia, and Mississippi, met with Mr. Pitts to inform him that Potential Client X wanted to engage Canopy on a project but that Mr. Perkins had warned him and other executives in the company that hiring Mr. Pitts would be like "taking food off his children's table" and would not be good for the company or those executives to do. Additionally, around this time, there were multiple reports that Mr. Perkins was falsely telling the CEO and other top executives of Potential Client X that Mr. Pitts was "under investigation."

24. Just prior to March 26, 2021, Mr. Perkins met with a contractor that works with Canopy and potential clients, falsely telling the contractor that "bad things were going to happen to Mr. Pitts," that Mr. Pitts was under investigation so the contractor should stay away from Mr.

Pitts, and that if the contractor got too close to Mr. Pitts, bad things would happen to the contractor and he should let others know.

25. On March 26, 2021, Mr. Perkins reached out to another Canopy contractor and falsely told that contractor to ‘stay away from Mr. Pitts’ because ‘bad things were about to happen to him.’ That contractor immediately called Mr. Pitts to tell him what Mr. Perkins had told him and to ask for an explanation.

26. At all times, Mr. Perkins knew that his statements referenced above about Mr. Pitts being under investigation or involved in illegal activity were false and were likely to cause significant reputational harm to Mr. Pitts and Canopy and potential significant harm to Mr. Pitts’ clients.

27. On April 9, 2021, Mr. Perkins’ attorney reached out to Mr. Pitts with a message from Mr. Perkins, whereby Mr. Perkins demanded that Mr. Pitts pay Mr. Perkins the extortionate amount of \$4.5 million and sign a non-disclosure, confidentiality, and non-disparagement agreement. Mr. Pitts advised that he did not have \$4.5 million, to which the attorney responded at Mr. Perkins’ direction that Mr. Pitts should get the funds from Client A, going so far as to demand that the funds from Client A be routed through a specific multi-step process to a bank account owned and controlled by Mr. Perkins. In addition, Mr. Pitts was told that he would be provided with a packet of information Mr. Perkins wanted Mr. Pitts to share with Client A to convince Client A to provide the \$4.5 million.

28. On or about April 10-11, 2021, Mr. Perkins began using, and directing Matrix employees to use, Signal Messenger, a covert encryption app, to hide and conceal their communications regarding Mr. Pitts, Canopy, and their clients.

29. On April 30, Mr. Pitts received a text message from Mr. Perkins. This text message contained essentially the same demand orally conveyed on April 9, 2021, including the demand for \$4.5 million, except that (1) Mr. Perkins demanded that Mr. Pitts agree to a non-compete agreement committing to not work for, contact, or associate in any way with Matrix's clients; and (2) Mr. Perkins offered to also sign a non-disclosure agreement and release.

30. On July 2, 2021, Mr. Pitts received a letter to be shared with Client A implying that if Mr. Pitts did not meet Mr. Perkins' demands, including the extortionate \$4.5 million payment, Mr. Perkins would:

- a. File a lawsuit that names both Mr. Pitts and Client A (Separately, Mr. Perkins stated he had two versions of the lawsuit drafted — one naming Mr. Pitts and some staff, and one naming Mr. Pitts and Client A — and that if his demands were not met by August 1, 2021, Mr. Perkins would file the first suit to send Client A a message that he is serious);
- b. Create media attention that would damage Mr. Pitts, Canopy, and Client A by providing information harmful to Mr. Pitts, Canopy, and Client A to the media;
- c. Communicate with law enforcement officials in an attempt to get them to investigate Mr. Pitts and Company A as a way to cause harm; and
- d. Leak confidential information to Client A's competitors to cause harm to Client A.

31. At Mr. Perkins' request, Mr. Perkins' attorney repeatedly made telephone calls to Mr. Pitts asking, sometimes multiple times per day, if Mr. Pitts had spoken with Client A about Mr. Perkins' \$4.5 million demand and demanding that Mr. Pitts immediately get on a plane to meet with Client A to secure the \$4.5 million. Mr. Perkins' attorney furthermore stated to Mr. Pitts that the \$4.5 million demanded "would not be a heavy lift" for Client A.

32. In the weeks following the July 2 letter, Mr. Perkins issued multiple threats of economic and reputational harm to Mr. Pitts and Client A if Mr. Perkins' terms were not agreed

to by August 1, 2021. Specifically, Mr. Perkins threatened to release confidential materials to competitors and the media in order to damage the brands of both Canopy and Client A. Mr. Perkins also threatened to file multiple lawsuits accusing Mr. Pitts and Client A of illegal activities. However, Mr. Perkins always indicated that if all of his demands were met, including a one-time wired cash payment of \$4.5 million by August 1, he would refrain from these acts.

33. At all times Mr. Perkins was demanding the extortionate \$4.5 million payment, Mr. Perkins knew Mr. Pitts did not have the ability to pay \$4.5 million and made it clear both verbally and in writing that he wanted Mr. Pitts to extort such funds from Client A.

34. On July 22, 2021, Mr. Pitts responded to the July 2, 2021 letter by refusing to participate in Mr. Perkins' extortion demands and declining to agree to any of the terms of the proposal made by Mr. Perkins.

35. On July 23, 2021, the date after Mr. Pitts effectively told Mr. Perkins that he would not cooperate in his extortion scheme, Matrix, at Mr. Perkins' direction and in accordance with Mr. Perkins' earlier threat, filed a lawsuit against Mr. Pitts, Canopy, another of Mr. Pitts' companies, several of Canopy's employees, and three, unnamed defendants in the circuit court of Jefferson County, Alabama (the "Alabama Lawsuit").

36. On August 9, 2021, Mr. Perkins reached out to a former Matrix client and potential client of Canopy, telling that client that he was 'going to do everything in his power to make Mr. Pitts pay.'

37. Upon information and belief, Mr. Perkins has also, both directly and indirectly and using secretive applications like Signal Messenger, provided members of the media, including reporters in Florida, with confidential and proprietary information belonging to Mr.

Pitts, Canopy, and their clients and incorrect information relating to Mr. Pitts, Canopy, and their clients with the sole purpose of harming Mr. Pitts and Canopy.

**COUNT I - TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS**

38. Plaintiffs incorporate paragraphs 1-37 as though fully set forth herein.

39. Plaintiffs maintain business relationships with Client A in addition to their other clients, pursuant to which Plaintiffs provide consulting and other services in exchange for a fee. Plaintiffs are also regularly engaged in communications with prospective clients, including Prospective Client X, several of whom were Mr. Pitts' former clients at Matrix.

40. Defendant is aware of Plaintiffs' relationships with Clients A and their other clients, as well as Plaintiffs' relationships with several prospective clients, including Prospective Client X.

41. Defendant has intentionally and without justification interfered with Plaintiffs' relationships with Client A and Prospective Client X and their other actual and prospective clients by, among other things:

- a. Falsely telling Plaintiffs' current and prospective clients that Mr. Pitts is "under investigation" and may have "done something illegal";
- b. Providing members of the media in Florida and elsewhere with confidential and proprietary information belonging to Plaintiffs and their clients;
- c. Threatening and otherwise interfering with prospective Canopy clients, including Prospective Client X, to prevent them from engaging Canopy; and
- d. Naming Client A and two of its officers as fictitious parties in the Alabama Lawsuit despite having no claims against Client A.

42. As a result of Defendant's actions, Plaintiffs have been damaged in the form of lost revenue and profits, as well as damage to their goodwill and reputation. In addition, Plaintiffs have been forced to hire attorneys and incur significant costs to respond to Defendant's actions.

WHEREFORE, Plaintiffs request that the Court enter judgment against Defendant for compensatory damages, prejudgment interest, and costs and grant such further relief as the Court deems just and proper.

### **COUNT II – ABUSE OF PROCESS**

43. Plaintiffs incorporate paragraphs 1-37 as though fully set forth herein.

44. The allegations in the Alabama Lawsuit are false.

45. Defendant maliciously filed the Alabama Lawsuit solely to apply pressure on Plaintiffs to comply with Defendant's extortion demands.

46. The purpose of the judicial system is to bring valid disputes before the court so that they can be adjudicated on the merits. Defendant is utilizing the judicial system for an improper purpose.

47. Defendant's illegal, improper, and/or perverted misuse of process in this regard is ongoing, willful, and intentional.

WHEREFORE, Plaintiffs request that the Court enter judgment against Defendant for compensatory damages, prejudgment interest, and costs and grant such further relief as the Court deems just and proper.

**COUNT III – DEFAMATION PER SE**

48. Plaintiffs incorporate paragraphs 1-37 as though fully set forth herein.

49. Defendant published to third parties the false and defamatory statements above, in which he falsely alleges, among other statements, that Plaintiffs are “being investigated” and did “illegal things,” which are false.

50. The publication of these false statements has caused damage to Plaintiffs.

WHEREFORE, Plaintiffs request that the Court enter judgment against Defendant for compensatory damages, prejudgment interest, and costs and grant such further relief as the Court deems just and proper.

**COUNT IV – RICO, CIVIL PER FLA. STAT. § 772.104**

51. Plaintiffs incorporate paragraphs 1-37 as though fully set forth herein.

52. Defendant was associated with and/or employed by an enterprise, including but not limited to Matrix, to conduct or participate, directly or indirectly, in such enterprise, through the pattern of criminal activity, or through the collection of an unlawful debt, as set forth herein.

53. In violation of Sections 772.103 and 772.104, Florida Statutes, Defendant, with criminal intent, endeavored to obtain and/or receive proceeds directly or indirectly from a pattern of criminal activity, specifically through a pattern of racketeering activity consisting of Violations of Section 836.05, Florida Statutes (“Threats; extortion”) and/or Violations of Section 815.06, Florida Statutes (Offenses against users of computers, computer systems, computer networks, and electronic devices).

54. The scheme is ongoing and intended to last indefinitely until Plaintiffs agree to pay Defendant \$4.5 million. In the alternative, the scheme has occurred over a series of acts sufficient to rise to the level of a RICO enterprise.

55. Plaintiffs have been injured in their business and property by reason of the above-described conduct, as well as by incurring significant legal fees and related costs in attempting to address the RICO conduct.

56. The scheme continues to damage Plaintiffs presently, and the RICO members have continued to perpetuate the scheme's existence by, among other acts, following through with their threats to file meritless lawsuit and disclose harmful information regarding Plaintiffs and Plaintiffs' clients to the media.

WHEREFORE, Plaintiffs request that the Court enter judgment against Defendant for compensatory and treble damages, prejudgment interest, attorneys' fees, and costs and grant such further relief as the Court deems just and proper.

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

Plaintiffs demand a trial by jury on all issues so triable.

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