

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

AMF BOWLING CENTERS, INC.;
BOWLERO CORP.,

Plaintiffs,

vs.

THOMAS TANASE,

Defendant.

§ CIVIL ACTION NO.

§

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3:23cv448

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VERIFIED

§

COMPLAINT

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Plaintiffs AMF Bowling Centers, Inc. (“AMF”) and Bowlero Corp. (with AMF, “Bowlero” or the “Company”), by and through their attorneys, bring this complaint against defendant Thomas Tanase and allege as follows:

NATURE OF THE DISPUTE

1. Defendant Thomas Tanase (“Mr. Tanase”) is Bowlero’s former Chief Information Officer. In this role, Mr. Tanase had access to and responsibility for maintaining the confidentiality of Bowlero’s proprietary, confidential, and trade secret information. There were few, if any, individuals within Bowlero who had more responsibility for such tasks. This suit arises out of Mr. Tanase’s blatant breaches of his obligations to Bowlero.

2. On May 15, 2023, Mr. Tanase lost his temper during a discussion with his supervisor that culminated in his yelling at his supervisor and resigning from the Company. When, following that incident, Bowlero refused to allow Mr. Tanase to revoke his resignation, Mr. Tanase vowed to get “revenge” on the Company and to “bury” its CEO, Thomas Shannon. Mr. Tanase then began to do just that.

3. Specifically, from the effective date of his resignation, May 16, 2023, through June 13, 2023, Mr. Tanase repeatedly and illegally hacked into Mr. Shannon's email account on a near-daily basis. Among the highly sensitive and proprietary emails Mr. Tanase had access to and, upon information and belief, reviewed, were attorney-client privileged communications regarding Mr. Tanase himself, as well as other legal matters in which Mr. Tanase's now-lawyer, Daniel Dowe, has been adverse to Bowlero for approximately seven years. Of course, as the Company's former CIO, Mr. Tanase well understood he had no authority or right to read Mr. Shannon's emails *at any time*, let alone after his employment ceased. But he did it anyway.

4. In addition to hacking into Mr. Shannon's email account, Mr. Tanase initially refused to return all but one Bowlero-issued device for over a month following his resignation, as he was contractually obligated and directed to do, and as Bowlero's corporate policy required. And Bowlero's forensic examination of one of those devices—a Dell XPS laptop—reveals that Mr. Tanase accessed that device after his resignation when he was no longer authorized to do so. Worse, he accessed that device to first *wipe its contents completely clean* and then, after learning from his review of Mr. Shannon's emails that Bowlero would be performing a forensic examination of his devices, re-booted the Dell XPS with Windows software and *copied over 2,100 documents* on to that laptop from where he had apparently saved them onto a personal USB drive. Mr. Tanase has not turned that USB drive over to Bowlero.

5. When Mr. Tanase received a June 17 cease and desist letter from Bowlero's outside counsel demanding a written accounting of all information Mr. Tanase obtained from the devices and Mr. Shannon's emails as well as information regarding his distribution of that information, Mr. Tanase did not offer any explanation for Bowlero's findings. Instead, he hired Mr. Dowe, who wrote to Bowlero on Mr. Tanase's behalf but declined to respond to the cease and desist

demands. Instead, Mr. Dowe claimed that Mr. Tanase has given him additional evidence to support Mr. Dowe's seven-year-old legal vendetta against the Company. Upon information and belief, that additional "evidence" includes confidential information retained post-resignation and attorney-client privileged information that Mr. Tanase unlawfully obtained.

6. Given Mr. Tanase's unlawful conduct and his refusal to comply with Bowlero's June 17 demands or even meaningfully respond to the allegations therein, Bowlero has serious concerns that Mr. Tanase has and is continuing to disclose its confidential information to third-parties, including Bowlero's long-time litigation adversary.

7. Bowlero brings this action against Mr. Tanase for his violations of the Computer Fraud and Abuse Act ("CFAA") and the Virginia Computer Crimes Act ("VCCA") and for his trespass to chattels and breaches of contract. Bowlero also seeks a temporary restraining order and preliminary injunction requiring Mr. Tanase, his agents, and all those acting in active concert or participation with Mr. Tanase to: (i) refrain from accessing or extracting any data from Bowlero's computers, systems, or other data; (ii) refrain from disclosing to any third party any proprietary material or confidential information; (iii) identify, in writing and under oath, the identity of any persons or entities to which they have disclosed any proprietary material or confidential information; and (iv) make all devices within their possession, custody, or control, which contain or ever have contained proprietary material or confidential information (including but not limited to the three USB devices connected to the Dell XPS on June 6, 2023), available for Bowlero's inspection.

PARTIES AND RELEVANT NON-PARTIES

8. Plaintiff AMF Bowling Centers, Inc. is a Virginia corporation with its principal place of business in Mechanicsville, Virginia. AMF Bowling Centers, Inc. is a wholly owned subsidiary of Bowlero Corp.

9. Plaintiff Bowlero Corp. is a Delaware corporation and a publicly traded company with its principal place of business in Mechanicsville, Virginia. Bowlero Corp. is the largest owner and operator of bowling centers in the world, with over 8,000 employees.

10. Defendant Thomas Tanase is a former employee of AMF who worked out of Bowlero's corporate headquarters in Mechanicsville, Virginia. Mr. Tanase is a resident of Virginia with an address at: 7991 Kenmore Drive, Mechanicsville, Virginia 23111.

11. Non-party Daniel Dowe is an attorney based in New York and the founder of Dowe Partners LLC. Mr. Dowe has been adverse to Bowlero in legal matters since as early as 2016. In July 2017, Mr. Dowe filed a lawsuit against Bowlero in the Supreme Court of the State of New York, County of Oneida (the "Oneida Action"), which lawsuit was dismissed with prejudice. In dismissing the Oneida Action, the Court sanctioned Mr. Dowe, who the Court found "acted in a frivolous manner in that his conduct in the prosecution of this matter was undertaken in a manner that served no purpose other than to harass or maliciously injure defendants in this action." Mr. Tanase became a client of Mr. Dowe's after Mr. Tanase's resignation.

JURISDICTION AND VENUE

12. This Court has original subject matter jurisdiction over Count I of this matter (asserting a violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g)) pursuant to 28 U.S.C. § 1331 because this claim arises "under the Constitution, laws, or treaties of the United States." The Court may exercise supplemental jurisdiction over the Company's remaining state law claims pursuant to 28 U.S.C. §§ 1367 and 1441(c) because the state claims are "so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution."

13. This Court has general personal jurisdiction over Mr. Tanase because Mr. Tanase has a residence within this District in Virginia. Further, this court has personal jurisdiction over

Mr. Tanase because he directed his unlawful activities at Virginia, the state where he was employed by the Company, where Bowlero's email servers are located, and from where he committed the offenses enumerated herein.

14. Venue is proper in the Richmond Division of the Eastern District of Virginia pursuant to 28 U.S.C. § 1391(b)(2) because "a substantial part of the events or omissions giving rise to the claim occurred" in Mechanicsville, Virginia, and "a substantial part of property that is the subject of the action is situated" in Henrico County, within this Division. Specifically, the email servers that Mr. Tanase accessed without authorization are located in Sandston, Virginia, within Henrico County.

FACTUAL ALLEGATIONS

15. Mr. Tanase was hired by Strike Holdings, LLC, a predecessor of Bowlero, on June 10, 2002, as the Senior Vice President of Information Technology. In the following twenty-one years, Mr. Tanase rose through the ranks of Bowlero's IT function.

A. Mr. Tanase's Employment Agreement

16. On November 10, 2015, Mr. Tanase executed a "Confidential Information and Work Product Assignment Agreement" (the "Employment Agreement") that set forth the terms and conditions of his continued employment with Bowlero.

17. By executing the Employment Agreement, Mr. Tanase acknowledged:

During the period of my employment, I will be exposed to certain trade secrets, proprietary information and other information concerning matters relating to the business of the Company, including information concerning client affairs, bowling league contacts, customer lists, vendors, company operations, personnel, finances, strategies, intellectual property, technology, plans, policies, strengths, weaknesses, marketing, real estate, assets, risk, legal compliance, Work Product and other company related information ("Confidential Information"). I acknowledge that this Confidential Information is valuable, special, and unique to Company's business and that it is in the legitimate business interest of Company to restrict my disclosure or use of Confidential Information. *I agree at all times during the term of my employment and at all times thereafter, to hold in strictest confidence, and not to*

use or disclose to any person, firm or corporation, except for the direct benefit of the Company related to my work, any Confidential Information. . . . All Confidential Information shall remain the sole and exclusive property of the Company.

Ex. A § 2 (emphasis added).

18. Mr. Tanase further committed to “return all documents and other tangible materials, whether or not pertaining to Work Products or Confidential Information, furnished to or accessed by me or produced or obtained by me in connection with my work hereunder upon my termination of employment or at any time upon request.” *Id.* § 10.

19. The Employment Agreement includes an arbitration provision for “any dispute or controversy arising out of any interpretation, enforcement, or breach of this agreement,” *id.* § 22, but allows for the Company to obtain equitable relief, including an order “restraining [a] breach or threatened breach and to specific performance of any such provision of this Agreement,” *id.* § 14.

B. Mr. Tanase Resigns And Vows To Get “Revenge” On Bowlero And To “Bury” Its CEO

20. On May 15, 2023, Mr. Tanase lost his temper during a discussion with his supervisor that culminated with Mr. Tanase screaming, swearing, and announcing that he was resigning. The next day, Mr. Tanase attempted to withdraw his resignation, but Bowlero did not accept his revocation of resignation. Bowlero advised Mr. Tanase that his resignation was effective May 16, 2023.

21. Upon his resignation, and pursuant to his Employment Agreement, Mr. Tanase was required to “return all documents and other tangible materials, . . . furnished to or accessed by [him] or produced or obtained by [him] in connection with [his employment]” Ex. A, § 10.

22. Further, Bowlero’s Company policy on “Corporate-Owned Data Devices”, which Mr. Tanase was fully familiar with through his capacity as CIO of Bowlero, and which is posted

on the Company's intranet, provides that "[a]ll corporate-owned devices and accessories must be returned to the Company IT Department at conclusion [of] the device loan period or employment."

23. And, Bowlero's Company policy on "Unique IDs and Passwords", which Mr. Tanase was also fully familiar with and which was also posted on the Company's intranet, provides that "[a]ll access to network and computer systems will be revoked . . . for any terminated, furloughed or suspended users."

24. Further, immediately following Mr. Tanase's resignation, Bowlero took measures to ensure that he could no longer access its computer systems or servers. In particular, on May 16, 2023, Bowlero terminated Mr. Tanase's user ID and login credentials to Bowlero's IT systems and servers. Mr. Tanase was not authorized to access, or attempt to access, Bowlero's computer systems or servers through other channels.

25. On May 31, 2023, Bowlero's Vice President of Human Resources, Heather Webb, called Mr. Tanase. During that call, Mr. Tanase told Ms. Webb that he was so upset with the Company and Mr. Shannon. He threatened: "I am going to bury Tom," referring to Bowlero's CEO, Mr. Shannon, and claimed he would get "revenge" or "retribution" against the Company and Mr. Shannon.

26. During that May 31 conversation, Mr. Tanase told Ms. Webb that he had spoken with CNBC and several lawyers, including attorney Daniel Dowe, about the Company. Mr. Dowe has been representing parties adverse to Bowlero in ongoing legal matters since 2016. Mr. Tanase said he would "walk away", which Ms. Webb understood to mean that he would no longer attempt to seek revenge or retribution on Bowlero or Mr. Shannon, if Bowlero were to pay him a \$1.2 million "severance" payment. Bowlero has refused to make this payment.

27. Also on May 31, Ms. Webb emailed Mr. Tanase's personal email address requesting that he return the outstanding Bowlero-issued devices.

C. Bowlero Discovers Mr. Tanase's Hacking Into Its CEO's Email Account

28. Given the manner in which Mr. Tanase's employment ended, including his threats shortly after his resignation, the Company undertook an investigation to determine whether Mr. Tanase was still attempting to access any Company computers, servers, and/or confidential information.

29. On June 13, 2023, through its investigation, Bowlero discovered that, since at least May 16, 2023 (the effective date of his resignation), Mr. Tanase had been routinely, frequently, and improperly accessing Mr. Shannon's emails, sometimes multiple times a day.

30. In particular, as part of his investigation, Bowlero's Vice President of Information Technology, Kevin Crossman, reviewed the Company's Duo authentication logs. Duo is a program that allows remote access to Bowlero's email servers via webmail. At each remote login, Duo creates a record of the time and physical location from which the webmail login occurred. Among other information, the Duo logs record the IP address associated with the device accessing the given email account via webmail. An IP address is a unique strand of numbers assigned to each device that is connected to the internet.

31. In particular, Mr. Crossman reviewed the Duo logs associated with Mr. Shannon's Bowlero email account dating from April 14 to June 13, 2023. The Duo logs for Mr. Shannon's email account show multiple logins from a device with IP address [REDACTED]. A review of the Duo logs associated with Mr. Tanase's Bowlero email account shows that the above-referenced IP address is an IP address associated with a device Mr. Tanase frequently used to access his emails while he was employed by Bowlero. That same IP address is also associated with Mr. Tanase's

Bowlero-issued laptop in data found on the Company's cloud-based, anti-malware software application. In other words, there can be no dispute that each time the Duo logs reflect the above-referenced IP address accessing Mr. Shannon's email account, it was Mr. Tanase himself operating the device associated with that IP address.

32. The Duo logs reveal that, since Mr. Tanase's effective date of resignation, Mr. Tanase had accessed Bowlero's email server and, in particular, Mr. Shannon's email account, on multiple occasions, sometimes multiple times per day with a device associated with the above-referenced IP address. Specifically, the Duo logs for Mr. Shannon's email account show that Mr. Tanase accessed Mr. Shannon's email account on or after his resignation using that IP address on May 16, May 17, May 18, June 6, June 7, June 8, June 9, June 12, and June 13. On May 17, Mr. Tanase accessed Mr. Shannon's email account *five times*. And, on June 8, Mr. Tanase accessed Mr. Shannon's email account *four times*. Upon information and belief, Mr. Tanase also logged on to Mr. Shannon's email account using other IP addresses associated with additional devices on additional dates.

33. Mr. Tanase accessed Mr. Shannon's email account by using Mr. Shannon's log-in credentials that Mr. Tanase was provided prior to his resignation and solely as part of his work within the Company's IT function. Mr. Tanase never had permission to review Mr. Shannon's emails, including when he was actually employed by Bowlero. Any authority Mr. Tanase had to access Mr. Shannon's email account using Mr. Shannon's credentials was solely to facilitate the workings of Bowlero's IT functions, and that authority was revoked upon his resignation as a matter of practice, policy, and contract.

34. Mr. Shannon's email account contains highly confidential and proprietary information, including information regarding business plans and marketing strategies, Bowlero's

financial information and performance, and discussions regarding employee matters, much of which are “Confidential Information” as defined by the Employment Agreement. Indeed, the emails that Mr. Tanase accessed after his resignation contain some of Bowlero’s most competitively sensitive information. Mr. Shannon is also in regular correspondence with in-house and outside counsel on various legal matters. During the period in which Mr. Tanase accessed Mr. Shannon’s email, Mr. Shannon had exchanged privileged communications with counsel regarding Mr. Tanase himself, as well as other legal matters in which Mr. Tanase’s counsel, Mr. Dowe is involved.

35. Immediately after discovering that Mr. Tanase was hacking into its CEO’s email account, Bowlero took measures to ensure Mr. Tanase could no longer access Mr. Shannon’s account. In particular, on the evening of June 13, 2023, Mr. Crossman worked with Mr. Shannon to change Mr. Shannon’s email password. Mr. Crossman also instituted a firewall block against Mr. Tanase’s IP address.

36. After imposing the firewall block on Mr. Tanase’s IP address, Bowlero’s firewall logs show that Mr. Tanase *continued* to attempt to access Bowlero’s servers but was unable to do so.

D. Mr. Tanase Refuses To Comply With Bowlero’s Cease And Desist Letter

37. On June 17, counsel for Bowlero sent Mr. Tanase a cease and desist letter (the “June 17 Letter”) regarding his post-resignation conduct. Therein, counsel notified Mr. Tanase that Bowlero was well aware of his unauthorized access to its email servers and noted that such conduct violates the CFAA and the VCCA, among other offenses. Counsel also noted that Mr. Tanase had, to that date, refused to return all of his Bowlero-issued devices and that his failure to do so was a breach of the Employment Agreement and constituted conversion of Bowlero’s property.

38. The June 17 Letter demanded that, within 24 hours of receipt thereof, Mr. Tanase write to confirm that he would:

- Immediately return all Company-issued devices to Bowlero without manipulating those devices in any way and without extracting or saving any data thereon.
- Identify all documents, communications, information, or data that [he has] taken from any Bowlero server, email platform, cloud hosting service, or any Bowlero-issued device.
- Explain in detail what, if anything, [he has] done with the information [he has] learned from reading Mr. Shannon's emails since [his] termination; whether [he had] downloaded any of that information; and with whom he [had] shared or discussed that information.
- Provide [counsel] with all documents and communications concerning [Mr. Tanase's] accessing Mr. Shannon's emails, including all documents and communications concerning any information [Mr. Tanase had] learned from reading Mr. Shannon's emails.
- Commit that [he] will cease disclosing confidential information [he] received from Bowlero to anyone.

39. Aside from belatedly returning certain Bowlero-issued devices on June 20, 2023 (discussed below) Mr. Tanase has refused to comply with the above demands. Critically, Mr. Tanase failed to provide any written response thereto, including one that denied that he had in fact copied or taken any documents, information, communications, or data from Bowlero or disclosed any such information to any third-party. Instead, during a phone conversation with a Bowlero executive, Mr. Tanase incredibly denied the allegations in the June 17 Letter and could not offer any explanation as to why Bowlero's logs were showing his repeated access to Mr. Shannon's email account.

40. Bowlero received a letter from Mr. Dowe on June 22, 2023 confirming that his firm had "just" been retained by Mr. Tanase. Mr. Dowe further stated that "adding Mr. Tanase to our group and our case against Bowlero has significantly added to the evidence of wrongdoing in

matters before the [Equal Employment Opportunity Commission] and beyond,” referring to the other matters in which Mr. Dowe is representing adversaries of Bowlero. Mr. Dowe’s letter did not deny any of the allegations set forth in the June 17 Letter, nor did it commit that Mr. Tanase would comply with the demands set forth therein, including the demand that Mr. Tanase commit to “cease disclosing confidential information to anyone.” Nor did Mr. Dowe’s letter deny that Mr. Tanase had in fact copied or taken any documents, information, communications, or data from Bowlero after his resignation or that Mr. Tanase still has such material in his possession.

41. On June 20, 2023—over a month after his resignation, Mr. Tanase finally returned to Bowlero a Dell XPS laptop, an iPad Pro, a reMarkable 2 tablet, and a HP windows tablet (together, the “Bowlero Devices”).

42. The Dell XPS was issued to Mr. Tanase in or around February 2021 and was Mr. Tanase’s primary work laptop since that date. As with all company-issued PCs, the Dell XPS was pre-installed with Windows Pro software.

43. On or around June 1, 2023, Bowlero engaged third-party Sage Intelligence Group, LLC (“Sage”) to conduct a forensic examination of the Bowlero Devices.

44. Using Magnet Forensics software, Sage analyzed a forensic image of the Dell XPS. The Magnet Forensics software creates logs of historical activity on a computer hard drive. In this case, the Dell XPS did not reflect any activity on the Dell XPS prior to June 6, 2023.

45. However, event logs reveal that on June 6, 2023, three unique external devices were connected to the Dell XPS model. The first access involved a JetFlash Transcend 64GB USB drive (the “JetFlash”). This drive was first connected to the laptop at 1:21 p.m. and removed at 2:12 p.m. on June 6, 2023. The second access involved a Samsung T7 Touch drive (the “Touch”). This drive was connected to the laptop at 2:41 p.m. and removed at 2:46 p.m. on June 6, 2023.

The third access involved a Kingston DataTraveler 3.0 USB Device (the “Kingston”). This drive was connected to the laptop at 3:27 p.m. and removed at 3:54 p.m.

46. The first drive, the JetFlash, is an ESD (Electronic Software Delivery) Device. The name “ESD Device” is a naming convention for a flash drive that can be used to install a Windows operating system. Accordingly, using the JetFlash, Mr. Tanase installed a Windows operating system on the Dell XPS.

47. The lack of any recorded events in the Dell XPS history before June 6, as well as the installation of Windows on June 6—on a device that had been issued to Mr. Tanase with Windows already installed—are extremely strong evidence that Mr. Tanase wiped clean the Dell XPS device at some point prior to June 6, 2023 and, upon information and belief, after his resignation.

48. After installing Windows on June 6, Mr. Tanase connected the Touch to the Dell XPS. The Touch remained connected to the laptop for a five-minute period on the afternoon of June 6. Metadata of documents located on the Dell XPS shows that over 2,100 documents were “created” on June 6, 2023 in the same five-minute window during which the Touch was connected (the “June 6 Created Documents”). The metadata for the June 6 Created Documents also indicate that the documents were “last modified” *prior* to June 6, 2023. The logical inference arising from this activity is that Mr. Tanase copied the June 6 Created Documents from the Touch to the Dell XPS on June 6, 2023.

49. Further, a number of folders on the Dell XPS laptop’s C Drive were “last accessed” on June 6, 2023.

50. Mr. Tanase has not turned over any of the three USB devices to Bowlero.

51. In order to upload the materials to the laptop on June 6, Mr. Tanase had to have removed the June 6 Created Documents from Bowlero's systems at some point before June 6. Upon information and belief, Mr. Tanase put the June 6 Created Documents on to the Dell XPS on June 6, before returning the laptop to Bowlero, so that it would not appear to Bowlero that Mr. Tanase had deleted or taken documents from the Dell XPS. Because Mr. Tanase wiped clean the Dell XPS laptop prior to June 6, Bowlero is unable to confirm what activity occurred prior to that date, including when Mr. Tanase may have accessed files en masse which could suggest the transfer of materials onto an external hard drive such as the Touch. Upon information and belief, Mr. Tanase has retained copies of the June 6 Created Documents on the Touch and potentially other devices currently in his possession.

52. Many of the June 6 Created Documents are Confidential Information as defined in the Employment Agreement. For example, the June 6 Created Documents include:

- a. Information relating to Bowlero's vendors, which the Employment Agreement defines as "Confidential Information," including documents titled "Bowlero Engagement Letter_19DEC2018.doc," "202 – Template Consulting Agreement v1.doc," (engagement letters and draft engagement letters with consultants); descriptions of work performed for Bowlero by its vendors; and "AP Check Detail_08.18.21-12.22.21.xlsx" (an excel spreadsheet reflecting payments to vendors from August 18 to December 22, 2021, including a (1) a tab listing "AP Check Detail" by geographic region; (2) a 16,236-row tab listing vendor invoices and amounts and (3) a tab noting "This Report Requires Company Level Security" that lists consolidated "AP Check Details").

b. Information relating to Bowlero's plans, which the Employment Agreement defines as "Confidential Information," including documents titled "LeaguesProjectMaster 2018-06-26.xlsx" (a chart of projects to optimize Bowlero's bowling league platform), "Resource Plan 03_09_2020.xlsx" and "Resource Planning 6-10-2019.xlsx" (spreadsheets setting out Bowlero's allocation of resources across different projects and staff members);

c. Information relating to Bowlero's strategies, which the Employment Agreement defines as "Confidential Information," including documents titled "IT Steering Committee Minutes" spanning several months and documents relating to a pending acquisition, and;

d. Information relating to Bowlero's finances, which the Employment Agreement defines as "Confidential Information," including documents titled "CNB Credit Card," "CNB Disbursements," and "CNB Payroll" (Bowlero's financial records with City National Bank spanning several months); a file titled "PBA Payroll File Bonus.xlsx" (listing, for certain employees, 2018 annual salaries, bonuses, and respective divisions).

53. The June 6 Created Documents include Bowlero-related documents from 2012 through 2023.

54. Mr. Tanase is poised to cause irreparable harm to the Company through the dissemination of information and/or materials he has improperly accessed both through hacking into Mr. Shannon's emails and by accessing the Dell XPS and potentially other Bowlero-issued devices after his resignation (such materials hereinafter referred to as the "Proprietary Materials"). These Proprietary Materials include "Confidential Information" as defined by the Employment

Agreement, including sensitive and confidential, proprietary documents relating to Bowlero's business plans, strategies, finances, and vendors, as well as confidential emails of a similar nature and privileged attorney-client communications and work product in Mr. Shannon's inbox.

55. In this case, there is a particularly heightened risk of immediate and irreparable harm to Bowlero because Mr. Tanase has already threatened retaliation against the Company and its CEO personally, including potentially by disclosing sensitive material to CNBC and Mr. Dowe, who is adverse to Bowlero in a number of legal disputes and who now represents Mr. Tanase. The disclosure of such Proprietary Materials and privileged information to any third parties could interfere with Bowlero's competitive advantages in the industry and could reveal to its litigation adversaries its litigation strategies. Accordingly, there is good reason to be concerned that Mr. Tanase already has and will continue to disclose the materials he has improperly accessed and/or copied post-resignation in an attempt to harm Bowlero.

FIRST CLAIM FOR RELIEF

(Violation of Computer Fraud and Abuse Act, 18 U.S.C. § 1030(g))

56. Bowlero adopts and fully incorporates the foregoing paragraphs of this Complaint as if set forth herein word for word.

57. The Bowlero computer systems and email servers that Mr. Tanase accessed after his employment ended constitute "computers" within the meaning of the CFAA because they store electronic data.

58. The Bowlero computer systems and email servers that Mr. Tanase accessed constitute "protected computers" within the meaning of the CFAA because they are used in or affecting interstate or foreign commerce or communication and are connected to the internet.

59. By accessing Bowlero's email servers and Bowlero-issued devices after his employment ceased, Mr. Tanase intentionally accessed Bowlero's computer systems and email servers without authorization.

60. In particular, after May 16, 2023, the effective date of Mr. Tanase's resignation, any authorized access Mr. Tanase previously had to Bowlero's email servers or Bowlero-issued devices was permanently revoked. Mr. Tanase knew that he was not authorized to access Bowlero's computer systems and email servers after his resignation. First, ex-employees do not have authorization to continue to access Bowlero's computer systems and servers. Having worked in Bowlero's IT function for twenty-one years, Mr. Tanase knew this to be the case. And Mr. Tanase also understood that he was no longer authorized to access Bowlero's computer servers and systems because he knew that Bowlero terminated his user credentials after his resignation. Second, Mr. Tanase's Employment Agreement requires him to return Bowlero-issued devices and Bowlero documents upon the cessation of his employment, and, as former CIO, he was aware of the Company's written policy terminating former employees' access to computer systems and servers. Finally, Mr. Tanase was instructed to return the devices on May 31 if not earlier.

61. Mr. Tanase intentionally and without authorization accessed Bowlero's computer systems and servers after his resignation. Mr. Tanase took these steps in order to obtain non-public Proprietary Material, including Confidential Information.

62. Mr. Tanase's unauthorized access has already caused or will cause Bowlero to lose in excess of \$5,000 during a one-year period. In particular, Bowlero has suffered damages in the form of costs to investigate Mr. Tanase's computer hacking and unauthorized access to its computer systems and servers, including through the costs of its own employees' investigation and remediation and the hiring of a third-party forensics firm to determine the scope of Mr. Tanase's

offenses, and by engaging legal counsel to prosecute Mr. Tanase's computer hacking violations and seek the relief requested herein.

63. Bowlero seeks damages under 18 U.S.C. § 1030(g) in an amount to be proven at trial. Bowlero also seeks a preliminary and permanent injunction prohibiting Mr. Tanase from accessing Bowlero's computer systems or servers. Bowlero has already been caused to suffer irreparable harm on account of Mr. Tanase's violations of the CFAA and will continue to suffer further irreparable harm if Mr. Tanase's conduct is not enjoined.

SECOND CLAIM FOR RELIEF

(Virginia Computer Crimes Act, Va. Code § 18.2-152.1, *et. seq.*)

64. Bowlero adopts and fully incorporates the foregoing paragraphs of this Complaint as if set forth herein word for word.

65. In connection with its regular business operations, Bowlero maintains much of its IT network on a server located in Virginia. Those servers are "property" within the meaning of Va. Code § 18.2-152.2. The Bowlero-issued devices, including the Dell XPS, were also located in Virginia.

66. Mr. Tanase knowingly acted without authority when he accessed Bowlero's computers and systems located in Virginia (including Mr. Shannon's email account and the Dell XPS) after his employment, at which time he had no authorization to access Bowlero's computer systems and servers.

67. Without authority, Mr. Tanase has repeatedly and with malicious intent gained unauthorized access to Bowlero's computer systems and data with the intent to obtain information therefrom to use that information for improper purposes.

68. Upon information and belief, Mr. Tanase unlawfully accessed Bowlero's computer systems and servers for the purpose of sharing Bowlero's Proprietary Matter and Confidential Information with third-parties in an attempt to exact "revenge" on Bowlero and to "bury" Mr. Shannon, as he promised.

69. Upon information and belief, Mr. Tanase unlawfully copied confidential information from the Dell XPS and/or other Bowlero-issued devices or Bowlero systems and servers on to at least one USB drive after his resignation.

70. Mr. Tanase unlawfully altered, disabled, and/or erased computer data from the Dell XPS after his resignation and removed computer programs and software from the Dell XPS after his resignation.

71. The foregoing acts have caused injury and damage to Bowlero, including but not limited to causing Bowlero to expend resources and money to investigate the extent of Mr. Tanase's offenses. In particular, Bowlero has suffered damages in the form of costs to investigate Mr. Tanase's computer hacking and unauthorized access to its computer systems and servers, including through the costs of its own employees' investigation and remediation and the hiring of a third-party forensics firm to determine the scope of Mr. Tanase's offenses, and by engaging legal counsel to prosecute Mr. Tanase's computer hacking violations and seek the relief requested herein.

72. Bowlero has also suffered monetary damages in an amount to be proven at trial.

73. Bowlero also seeks a preliminary and permanent injunction prohibiting Mr. Tanase from accessing Bowlero's computer systems or servers. Bowlero has already been caused to suffer irreparable harm on account of Mr. Tanase's violations of the VCCA and will continue to suffer further irreparable harm if Mr. Tanase's conduct is not enjoined.

THIRD CLAIM FOR RELIEF

(Trespass to Chattels)

74. Bowlero adopts and fully incorporates the foregoing paragraphs of this Complaint as if set forth herein word for word.

75. After his resignation, Mr. Tanase repeatedly and intentionally accessed Bowlero's email servers, including the data and information contained therein, without authorization, through the unauthorized use of Mr. Shannon's email login credentials.

76. After his resignation, Mr. Tanase repeatedly and intentionally accessed Bowlero-issued devices, including the Dell XPS and the data and information contained therein, without authorization.

77. Bowlero's email servers and the Bowlero-issued devices are property of Bowlero that Mr. Tanase had no authorization to access after his resignation.

78. The foregoing acts have caused injury and damage to Bowlero and Bowlero's goodwill and reputation and Bowlero seeks damages in an amount to be proven at trial.

79. Mr. Tanase's acts of trespass have been undertaken intentionally with malice or such recklessness or negligence as to evince a conscious disregard of the rights of others, justifying the imposition of punitive damages in an amount sufficient to punish and deter Mr. Tanase and warn others.

FOURTH CLAIM FOR RELIEF

(Breach of Contract)

80. Bowlero adopts and fully incorporates the foregoing paragraphs of this Complaint as if set forth herein word for word.

81. On November 10, 2015, in consideration of his continued employment with Bowlero, Mr. Tanase executed the Employment Agreement. The Employment Agreement is a binding and enforceable contract.

82. Bowlero complied with each of its obligations under the Employment Agreement.

83. By executing the Employment Agreement, Mr. Tanase “agree[d] at all times during the term of [his] employment *and at all times thereafter*, to hold in strictest confidence, and *not to use or disclose* to any person, firm or corporation, except for the direct benefit of the Company related to [his] work, any Confidential Information.”

84. The Employment Agreement defines “Confidential Information” as “certain trade secrets, proprietary information and other information concerning matters related to the business of the Company, including information concerning client affairs, bowling league contracts, customer lists, vendors, company operations, personnel, finances, strategies, intellectual property, technology, plans, policies, strengths, weaknesses, marketing, real estate, assets, risk, legal compliance, Work Product and other company related information.”

85. Mr. Tanase breached Section 2 of the Employment Agreement by obtaining Confidential Information from Mr. Shannon’s emails and from the Dell XPS after his resignation and by using that information for his own personal benefit rather than solely “for the direct benefit of the Company related his [his] work.”

86. Further, upon information and belief, Mr. Tanase also breached Section 2 of the Employment Agreement by sharing Confidential Information with third-parties, including privileged communications pertaining to Mr. Dowe, with Mr. Dowe. And, upon information and belief, if not enjoined, Mr. Tanase will continue to breach Section 2 of the Employment Agreement by sharing Confidential Information with third-parties.

87. Under Section 10 of the Employment Agreement, Mr. Tanase agreed to “return all documents and other tangible materials . . . furnished to or accessed by [him] or produced or obtained by [him] in connection with [his] work hereunder upon [his] termination of employment or at any time upon request.”

88. Upon information and belief, Mr. Tanase has breached Section 10 of the Employment Agreement by maintaining copies of “documents . . . furnished to or accessed by [him] or produced or obtained by [him] in connection with [his] work” after his resignation. Such documents include, at a minimum, the June 6 Created Materials that, upon information and belief, remain on at least one USB device in Mr. Tanase’s possession.

89. As a result of any one of these breaches of the Employment Agreement, Bowlero has suffered and will continue to suffer damages and faces irreparable injury for which damages will not be a sufficient remedy, including by losing its competitive advantages and by the disclosure of its privileged attorney-client communications regarding ongoing legal matters with an adversary of Bowlero.

90. Pursuant to Section 14 of the Employment Agreement, Bowlero seeks equitable remedies before this Court with respect to Mr. Tanase’s breaches of the Employment Agreement. In particular, Bowlero seeks an injunction restraining any further breaches of the Employment Agreement and of specific performance of the Employment Agreement and the relief requested below.

91. Bowlero intends to bring the merits of its breach of contract claim before the American Arbitration Association consistent with Section 22 of the Employment Agreement.

JURY DEMAND

92. Bowlero requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Bowlero Corp. prays as follows:

- (a) Judgment in Bowlero's favor and against Mr. Tanase on Counts I through III herein;
- (b) Compensatory damages as a result of Mr. Tanase's unlawful acts and omissions in an amount to be proven at trial, including but not limited to legal, investigatory, and other costs; reputational harms and loss of goodwill and business revenue; together with reasonable attorneys' fees, pre-judgment and post-judgment interest as allowed by law, costs, and additional costs of collection;
- (c) Punitive damages in an amount to be proven at trial and sufficient in amount to punish and deter the egregious, intentional, wanton, willful, reckless, and malicious conduct described in this Complaint;
- (d) Temporary, preliminary and permanent injunctions
 - i. requiring Mr. Tanase to identify to Bowlero's counsel of record, in writing and under oath, the identity and last-known contact information, including the title, email address, telephone number, employer and other identifying information in Mr. Tanase's possession, custody or control, of the individuals, groups, companies, governmental entities, or other persons or entities, if any, to whom Mr. Tanase and, as applicable, Mr. Tanase's agents and all of those acting in active concert with Mr. Tanase, have disclosed, transferred, published, distributed, broadcasted, or marketed any Proprietary Material or Confidential Information (as defined herein);
 - ii. requiring Mr. Tanase and his agents and all of those acting in active concert or participation with Mr. Tanase, to make the following items in their

possession, custody, or control (and not previously returned to Bowlero) available to Bowlero's counsel of record for forensic imaging and data preservation purposes: any computer (laptop and/or desktop) and every form of media, including but not limited to electronic storage devices, external hard drives, zip drives, memory sticks, jump drives, USB/flash drive devices, email accounts or other cloud storage devices which contain or have ever contained Proprietary Material or Confidential Information (as defined herein), including but not limited to the three USB devices connected to the Dell XPS laptop on June 6, 2023;

- iii. requiring Mr. Tanase to comply with his post-resignation contractual obligations under the Employment Agreement, including with respect to Sections 2 and 10 thereof;
 - iv. barring Mr. Tanase and his agents and all those acting in active concert or participation with Mr. Tanase from further accessing or extracting any data from Bowlero's computers, computer systems, computer network, computer programs, or data;
 - v. barring Mr. Tanase from disclosing any Proprietary Material or Confidential Information to any third party; and
 - vi. permitting Bowlero to commence discovery before any Rule 26(f) conference pursuant to Rule 26(d)(1).
- (e) Such other and further relief as the court may deem to be just and proper.

Respectfully submitted,

Dated: July 12, 2023

**AMF BOWLING CENTERS, INC.
and
BOWLERO CORP.**

/s/ Randy C. Sparks, Jr.

Randy C. Sparks, Jr. (VSB No. 40723)

Catrina C. Waltz (VSB No. 98446)

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*Counsel for Plaintiffs AMF Bowling
Centers, Inc. and Bowlero Corp.*

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

AMF BOWLING CENTERS, INC.;
BOWLERO CORP.,

Plaintiffs,

vs.

THOMAS TANASE,

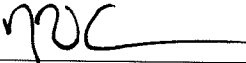
Defendant.

§ CIVIL ACTION NO.
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§ _____
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VERIFICATION

I, Kevin Crossman, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the statements set forth therein are, to the best my knowledge, information, and belief, true and correct.

Executed this 12th day of July, 2023
Mechanicsville, VA



Kevin Crossman

EXHIBIT A



[Non-California]

CONFIDENTIAL INFORMATION AND WORK PRODUCT ASSIGNMENT AGREEMENT

As a condition of the undersigned employee's ("I", "my", "me" or "employee") employment (and continued employment) with AMF Bowling Centers, Inc. d/b/a Bowlmor AMF Centers and its affiliates and subsidiaries, together with its successors or assigns (collectively, the "Company"), and in consideration of my employment/continued employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the **Terms and Conditions** set forth below. **I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS.**

AGREED AND ACCEPTED:

EMPLOYEE:

[Handwritten signature]
Name: _____
Date: *11-10-2015*

Terms and Conditions

1. AT WILL EMPLOYMENT. EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE COMPANY. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED BY ME OR THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE OR FOR ANY OR NO CAUSE.

2. CONFIDENTIAL COMPANY INFORMATION. During the period of my employment, I will be exposed to certain trade secrets, proprietary information and other information concerning matters relating to the business of Company, including information concerning client affairs, bowling league contacts, customer lists, vendors, company operations, personnel, finances, strategies, intellectual property, technology, plans, policies, strengths, weaknesses, marketing, real estate, assets, risk, legal compliance, Work Product and other company related information ("Confidential Information"). I acknowledge that this Confidential Information is valuable, special, and unique to Company's business and that it is in the legitimate business interest of Company to restrict my disclosure or use of Confidential Information. I agree at all times during the term of my employment and at all times thereafter, to hold in strictest confidence, and not to use or disclose to any person, firm or corporation, except for the direct benefit of the Company related to my work, any Confidential Information. Confidential Information does not include any of the foregoing information or items which satisfies any of the following: (1) is, has been or will be publicly known and generally available which is disclosed through no wrongful act of mine or breach of this Agreement; (2) can be shown in writing to have been independently developed by me without reference to or prior to receipt of any Confidential Information; or (3) becomes legally required to be disclosed upon authority from a governmental entity, court or regulatory body or by operation of law, provided I provide Company prompt written notice of such disclosure in order for the Company to oppose or waive the disclosure thereof, provided, however, the foregoing exceptions in (1) to (3) shall not apply to personal information

protected by state or federal law. All Confidential Information shall remain the sole and exclusive property of the Company.

3. FORMER EMPLOYER CONFIDENTIAL INFORMATION. I agree that I will not, during my employment with the Company, use or disclose any confidential information of any former or concurrent employer or other person or entity. I represent and warrant that I have not entered into and will not enter into any agreement with any party that would grant to such third party any right, title or interest in or to Work Products (as defined herein) or Confidential Information, and I have not and will not breach any agreement with third parties as a result of my work with the Company.

4. THIRD PARTY CONFIDENTIAL INFORMATION. I agree to hold all customer and third party confidential or proprietary information accessed from the Company during my employment the same as "Confidential Information".

5. WORK PRODUCTS RETAINED & LICENSED. I will not incorporate works owned by third parties or owned by me existing prior to my employment with Company into any Work Products ("Incorporated Works"). If Company provides prior written permission to use Incorporated Works, I hereby grant the Company authorization, permission, approval, consent to use, and a nonexclusive, fully-paid, royalty-free, irrevocable, perpetual, unlimited, unconditional and fully sublicensable, assignable and transferable right and license to use, directly or indirectly, the Incorporated Works as incorporated within the Work Products and Confidential Information or as necessary or reasonable to use the same.

6. DISCLOSURE OF WORK PRODUCTS. All works of authorship of any kind, in any form or media, in any state of completion, developed, originated, generated, created, made or conceived or reduced to practice by, me alone or jointly with others, either (a) within the scope of my work, (b) under, related to or in connection with this Agreement or my work, (c) resulting from tasks assigned to me by Company or my use of Company's Confidential Information, or (d) funded in whole or in part by Company shall constitute "Work Products". I expressly acknowledge and agree that all Work Products (and information related thereto) shall constitute Confidential Information. I



expressly acknowledge and agree that all Work Products under this Agreement are to be considered "work made for hire" as that term is defined in Section 101 of the Copyright Act (17 U.S.C. Section 101) and is the sole and exclusive property of Company. I agree that any and all intellectual property rights to such Work Products are the sole and exclusive property of Company, free from any claim or retention of rights thereto on the part of me.

7. WORK PRODUCTS ASSIGNED. If any element or component thereof, is by operation of law not considered to be a work made for hire, I hereby unconditionally and irrevocably transfer, convey, assign, set over, and quitclaim to Company and its successors and assigns all rights, title, and interests of every kind and nature, including, without limitation, all intellectual property rights which I may have or hereafter acquire in the Work Products. All rights granted or agreed to be granted by me under this Agreement shall vest in Company automatically and immediately upon my creation.

8. OTHER ACTIONS. I shall, without any additional consideration, take all actions and execute and deliver all documents as Company may reasonably request to effectuate the acknowledgment of ownership in Work Products in and to the Company.

9. CONFLICTING EMPLOYMENT. I agree that, during the term of my employment with the Company, I will not engage in any other activity that conflicts with my work for Company.

10. RETURNING COMPANY DOCUMENTS. I will return all documents and other tangible materials, whether or not pertaining to Work Products or Confidential Information, furnished to or accessed by me or produced or obtained by me in connection with my work hereunder upon my termination of employment or at any time upon request.

11. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I hereby grant consent to notification by Company to my new employer about my rights and obligations under this Agreement.

12. NON-SOLICITATION OF COMPANY PERSONNEL. I agree that during the term of my employment with the Company and for a period of twelve (12) months immediately following the termination of my employment with the Company for any reason, I shall not, directly or indirectly, either on behalf of myself or for any other person, company or other business entity other than Company, hire or attempt to hire, solicit, induce, recruit or encourage any other employees or agents of Company to terminate their employment or agency relationship with Company in order to work for any person, company or business entity.

13. REPRESENTATIONS. I represent that I have not entered and will not enter into any agreement which restricts or prevents me from performing by work or duties. I agree I have not entered nor will I enter into, nor am I bound by, any oral or written agreement in conflict herewith.

14. EQUITABLE REMEDIES. I agree that if I breach any of such provisions, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions and agreements between Company and me. No modification or amendment to this Agreement, nor any waiver, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

16. SEVERABILITY. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. Without limiting the foregoing, if any covenant is held to be unreasonable, arbitrary or against public policy by a court of competent jurisdiction, such covenant shall be read to be modified to the maximum extent permitted by law with respect to scope, time and geographic area, or all of them, as a court of competent jurisdiction may determine appropriate, and will be effective, binding and enforceable against me. All terms and provisions of this Agreement survive any termination of my employment.

17. SUCCESSORS & ASSIGNS. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and the parties' successors and assigns. I hereby agree to the assignment of this Agreement by the Company to any other company.

18. THIRD PARTY BENEFICIARY. I acknowledge and agree that any party part of the Company is a third party beneficiary hereunder and may enforce its rights hereunder.

19. GOVERNING LAW. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of laws. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in New York County, New York for any lawsuit filed there against me from or relating to this Agreement.

20. NON-COMPETITION. I recognize and acknowledge that I will acquire valuable knowledge and learn proprietary Confidential Information of Company. In consideration of the foregoing, I agree that during my period of employment and for a period of twelve (12) months immediately following the termination of my employment with the Company for any reason, I shall not, directly or indirectly, either on behalf of myself or for any other person, company or other business entity, compete with Company, or engage in employment with or provide services for any person, company or other entity which provides any service or product which competes with any service or product that is offered by Company within its territories to which it conducts business.

21. NON-SOLICITATION OF CUSTOMERS. I agree that during my period of employment and for a period of twelve (12) months immediately following the termination of my employment with the Company for any reason, I shall not, directly or indirectly, either on behalf of myself or for any other person, company or other business entity, do any of the following acts: (a) divert or attempt to divert or interfere with any of Company's customers or business partners from conducting any business with the Company; or (b) call upon influence or attempt to influence any of Company's customers or business partners to transfer their business or patronage away from Company. I will not interfere with, harm, impair, disparage or damage the reputation, goodwill or any business relationships of Company or its representatives.



22. ARBITRATION. EXCEPT AS PROVIDED IN "EQUITABLE REMEDIES" HEREIN, I AGREE THAT ANY DISPUTE OR CONTROVERSY ARISING OUT OF ANY INTERPRETATION, ENFORCEMENT, OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD IN NEW YORK CITY, NEW YORK, IN ACCORDANCE WITH THE EMPLOYMENT DISPUTE RESOLUTION RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE ARBITRATION. JUDGMENT MAY BE ENTERED ON THE

ARBITRATOR'S DECISION IN ANY COURT HAVING JURISDICTION. THE COMPANY SHALL BE SOLELY RESPONSIBLE FOR PAYING ALL OF THE ARBITRATION AND ARBITRATOR FEES, AND EACH PARTY SHALL EACH BE RESPONSIBLE FOR PAYING THEIR OWN LEGAL EXPENSES. THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP (EXCEPT AS PROVIDED "EQUITABLE REMEDIES" HEREIN).

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AMF Bowling Centers, Inc. and Bowlero Corp.

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

See attached

DEFENDANTS

Thomas Tanase

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, PERSONAL PROPERTY, HABILITATION, LABOR, IMMIGRATION, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. § 1030(g)

Brief description of cause: Computer Fraud and Abuse Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ as proven at trial CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: Jul 12, 2023 SIGNATURE OF ATTORNEY OF RECORD: Sabrina C. Nalty

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

I(c).

Plaintiffs' Attorneys: Randy C. Sparks, Jr., Esq.
Catrina C. Waltz, Esq.
KAUFMAN & CANOLES, PC
1021 East Cary Street, Suite 1400
Richmond, VA 23219
Phone: (804) 771-5700