

CAUSE NO. DC-23-02509

LITTLER MENDELSON, P.C.,	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	
ULIANA KOZEYCHUK,	§	DALLAS COUNTY, TEXAS
	§	
Defendant.	§	
	§	191st JUDICIAL DISTRICT

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LITTLER MENDELSON, P.C.’S VERIFIED FIRST AMENDED PETITION,  
APPLICATION FOR TEMPORARY RESTRAINING ORDER,  
APPLICATION FOR TEMPORARY INJUNCTIVE RELIEF, AND MOTION FOR  
EXPEDITED DISCOVERY

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Plaintiff Littler Mendelson, P.C. ("Littler") files this Verified First Amended Petition ("Petition") and Application for Temporary Restraining Order and for Temporary Injunction in Aid of Arbitration<sup>1</sup> ("Application") against Defendant Uliana Kozeychuk ("Kozeychuk") as follows:

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<sup>1</sup> This dispute is subject to an arbitration agreement. Exhibit A, Littler Mendelson Agreement to Arbitrate. However, under Texas and federal law, district courts are permitted to issue temporary injunctive relief pending arbitration for the limited purpose of "ensuring that the arbitration clause of the contract ... be carried out as written." *Feldman/Matz Interests, L.L.P. v. Settlement Capital Corp.*, 140 S.W.3d 879, 885 (Tex. App.–Houston [14<sup>th</sup>] 2004) citing *RGI, Inc. v. Tucker Associates, Inc.*, 858 F.2d 227, 230 (5th Cir. 1988). Littler has filed its demand for arbitration.

**SUMMARY OF DISPUTE AND AMENDED REQUESTED TEMPORARY  
INJUNCTIVE RELIEF IN AID OF ARBITRATION**

This dispute arises because Defendant, a disgruntled, former employee, uploaded over 7,900 documents to an external DropBox location prior to resigning her employment with the Firm. As discussed below, from Littler Mendelson, P.C.'s review of the documents Defendant uploaded and sent to herself via Gmail, she has taken both Littler's confidential documents (such as internal templates) and client documents falling within the scope of Texas Disciplinary Rule of Professional Conduct 1.05. Defendant transmitted client documents outside of Littler without the permission of any of the clients involved.

Defendant was employed as an associate attorney at Littler, which is a global employment and labor law practice exclusively devoted to representing employers. As an attorney, Defendant had access to: (1) Littler's client files, which included such things as pleadings, settlement agreements, document productions, termination agreements, internal communications, employment agreements, and other attorney work product ("Client Information"), and (2) firm documents including confidential processes, internal documents, manner of operation, business plans, processes, client data, attorney-client privileged information, attorney work product, the names and contact information of its past and present clients and other trade secrets<sup>2</sup> that Littler has sought to protect ("Littler

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<sup>2</sup> "Trade Secrets" means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of

Information”) (The Client Information and the Littler Information is collectively referred to below as “Confidential Information”).

On February 20, 2023, Littler’s IT Department discovered that Defendant uploaded over 7,900 documents containing Confidential Information to a DropBox account. When confronted, Defendant falsely stated that all the documents uploaded to the DropBox account were exclusively personal in nature. In fact, Littler has determined that Defendant uploaded Confidential Information to her DropBox location and sent emails including Confidential Information to herself via email—including Client Information, which Defendant is ethically obligated to protect from disclosure and regarding which she does not have client permission to use. Defendant also uploaded Littler Information, which Littler considers to be trade secret and has taken reasonable steps to protect its secrecy.

Littler notified Defendant of her wrongful conduct, but Defendant has refused to return the Confidential Information and assure that Defendant has not improperly used or disclosed this Confidential Information. Littler is therefore forced to seek immediate and urgent court intervention to protect the status quo and stop Defendant from disclosing or using the Confidential Information.

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actual or potential customers or suppliers, whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing that Littler has taken reasonable measures to keep secret and such information derives economic value, actual or potential, due to the fact that it is not generally known or readily accessible through proper means and another person can derive economic value from the use or disclosure of such information.

Tex. Civ. Prac. & Rem. Code § 134A.002(6)

The Confidential Information is at significant risk of being misused and disseminated absent court intervention to preserve the status quo.

In aid of its arbitration proceeding filed against Defendant with the American Arbitration Association, Littler seeks immediate, but limited, court intervention to preserve the status quo and prevent Defendant from retaining, destroying, or disclosing the Confidential Information. To ensure protection and preservation of the Confidential Information, Littler asks this Court to grant its Applications for Temporary Restraining Order and Temporary Injunctive Relief in Aid of Arbitration.

#### **PARTIES AND SERVICE**

Littler Mendelson, P.C. is a professional corporation with its principal office located in San Francisco, California. Littler Mendelson, P.C. has a Dallas office located at 2001 Ross Avenue #1500, Dallas, TX, 75201.

Defendant is an individual who resides in Dallas, Texas. Defendant can be served at her residence at 2512 Springhill Drive, Dallas, TX 75228 or wherever she may be found. Defendant's office location at the time she resigned from her employment was the Littler Dallas office.

#### **JURISDICTION AND VENUE**

Jurisdiction is proper in this Court. Pursuant to TRCP 47(c), Littler seeks only non-monetary relief.

This Court has subject matter jurisdiction pursuant to TEX. CIV. PRAC. & REM. CODE § 65.021.

This Court has personal jurisdiction over Defendant because she resides in Texas and she has worked and was assigned to Littler's Dallas office prior to her resignation. She also owns a residence here. Additionally, Defendant has appeared in this litigation and subjected herself to the personal jurisdiction of the Court.

Venue is proper in Dallas County, Texas under TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1) because all or a substantial part of the events or omissions giving rise to the claim occurred in Dallas County.

Venue is also proper in Dallas County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE § 65.023(a).

#### **DISCOVERY CONTROL PLAN**

Littler intends that discovery be conducted under Discovery Level 3, in accordance with Rule 190.4 of the Texas Rules of Civil Procedure.

In addition, in accordance with Littler's Motion for Expedited Discovery, found below, Littler seeks to conduct expedited written discovery in support of its application for temporary injunctive relief.

## SUMMARY OF EXHIBITS ATTACHED HERETO

Exhibit A	Littler Mendelson, P.C. Agreement to Arbitrate
Exhibit B	Littler IT Declaration
Exhibit C	General Counsel email re: Downloads
Exhibit D	Firm Policies
Exhibit E	Email re: DropBox and Leave of Absence
Exhibit F	Letter to Kozeychuk
Exhibit G	Kozeychuk Response
Exhibit H	Kozeychuk Resignation
IN CAMERA #1	DropBox Data Spreadsheet
IN CAMERA #2	Downloads Data Spreadsheet
IN CAMERA #3	Email List

## RELEVANT FACTUAL BACKGROUND

Prior to February 23, 2023, Defendant was employed by Littler and assigned (at her own request) to work out of its Dallas office. Defendant previously worked out of Littler's Irvine, California office. Defendant resigned her employment with Littler at the close of business on February 23, 2023.

In November 2022, Defendant made allegations against various Littler shareholders. Littler investigated her allegations and determined that there were no facts supporting them. Defendant refused to accept this conclusion and proceeded to make a

number of threats to expose various internal Littler information. For example, Defendant claimed she would win in “the court of public opinion” by releasing exposé podcasts about various Littler shareholders.

On Friday, February 17, 2023, Littler’s Information Security Department was notified that Defendant had downloaded over 3,100 client files from Littler’s NetDocuments platform to her work computer. **Exhibit B, Littler IT Declaration.**

After further investigation, Littler learned that on February 8, 17, and 19, 2023, Defendant uploaded a total of **40.6GB of data** to a DropBox folder. On February 20, 2023, using a sampling of the data it had discovered, Littler’s Information Security Department determined that at least some of the client data downloaded from NetDocuments on February 17, 2023, as discussed above, was included in the data uploaded to DropBox. *Id.*

After learning of the February 17 download of over 3,100 documents, on Sunday, February 19, 2023, at 6:03 p.m. central time, George Wood, Littler’s General Counsel, contacted Defendant (who was still a Littler employee at the time) and requested an immediate explanation for the mass download of documents when Defendant was presumably on leave (and, therefore, not supposed to be working on any matters). **Exhibit C, Wood email re: Downloads.** Mr. Wood quoted from the Firm’s Information Security Policy and Use of Firm Resources policy, which clearly prohibits Defendant’s actions:

## **1. Information Security Policy and Use of Firm Resources**

Employees should use the Firm's resources with the understanding that those resources are provided for the benefit of the Firm's practice. Accordingly, employees should use those resources to further Littler's ability to conduct its business and in a manner that is consistent with performance of their duties and responsibilities. Employees should never use the Firm's resources for personal use in a manner that interferes with work or any responsibilities to clients or others. Additionally, attorneys are responsible for ensuring that they use the Firm's resources in an effective and lawful manner and in a way that complies with our attorneys' ethical obligations.

Sending, saving, accessing, or viewing offensive material is prohibited. Messages stored and/or transmitted by the Firm's resources, including the computer, voicemail, e-mail, or the telephone system, must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of race, color, religion, sex, national origin, ancestry, gender, age, sexual orientation, gender identity or expression, marital status, mental or physical disability, veteran status and status as a uniformed services member, genetic information, as well as any other category protected by federal, state or local law. Likewise, any use of the Internet, e-mail, or any other resource in violation of the Firm's Policy Prohibiting Discrimination, Harassment, Bullying And Retaliation is strictly prohibited by the Firm. Employees shall not share, post, or store Firm information, including without limitation the Firm's confidential or proprietary information or client information, on any publicly accessible Internet computer or cloud storage provider without prior permission.



*Additionally, no employee has authority to download, transfer, email, or otherwise take Firm information, including without limitation the Firm's confidential or proprietary Firm information or client information, outside of the Firm except as part of the employee's normal duties and responsibilities for the Firm and then only in the Firm's best interests.*

Ex. D, Firm Policies at 24, attached and incorporated herein (emphasis in original).

In response, and shortly after receiving Mr. Wood's email, Defendant insisted the documents in question were personal in nature and that she was merely organizing her documents onto a local drive. This statement is not accurate given the findings of Littler's IT Security Department and the spreadsheets of data provided to this Court in-camera. As provided to the Court for in-camera review, the file paths of the documents downloaded reveal that the documents contain Confidential Information, including Client Information and Littler Information. To be clear – these documents do not belong to Defendant.

Also on February 19, 2023, after receiving the 6:03 p.m. email referenced above warning her that her actions violated Littler's policies, and responding to same, Defendant uploaded over 7,900 files to a DropBox account. *Id.*

Littler's Information Security Department discovered Defendant's massive upload of documents to Dropbox early on February 20, 2023.

On February 21, 2023, Mr. Wood informed Defendant that Littler was aware of the egregious violations of Firm policies and that Defendant would be placed on unpaid

administrative leave, effective immediately. **Exhibit E, Wood Email re: DropBox and Leave of Absence**, attached and incorporated here by reference. Littler also demanded access to the DropBox location where Defendant downloaded files so that those files may be retrieved. Finally, Defendant was advised she would be losing access to the Littler systems immediately.

Littler then engaged the undersigned counsel. On February 22, 2023, undersigned gave Defendant notice that it would be pursuing emergency relief on Littler's behalf if Defendant failed to immediately provide access and return Littler's Confidential Information. **Exhibit F, Letter to Kozeychuk**, attached and incorporated here by reference. Defendant's response on February 23, 2023, was as follows:

Let me make something clear. **Absent a court order regarding the same**, I will not be providing Littler IT department or anyone else with my private account login info and access to my private files stored there. I have years' worth of private photos and documents in there, among other things, that I do not wish to have anyone to peruse and to violate my privacy rights based on some false and defamatory accusation. Go to court, prove that I did anything wrong, get a court order, and I'll be happy to comply then. We both know this will never happen.

**Exhibit G, Kozeychuk Response** (emphasis added). Following close of business on that same date (February 23, 2023), Defendant resigned her employment. **Exhibit H, Kozeychuk resignation**.

In her continued refusal to return the Confidential Information or even acknowledge her possession of the same—including client documents Defendant has no

client authority to possess—Defendant has left Littler no choice but to pursue emergency relief from this Court to preserve the status quo while Littler pursues arbitration against Defendant. The Court granted Littler’s Application for a Temporary Restraining Order on these grounds on February 27, 2023.

Since then, however, Littler has discovered additional theft of Confidential Information. From October 2022 to present day, Defendant has sent approximately 146 emails to her personal Gmail account. Upon review of the file names of the email attachments, the documents Defendant sent to herself include Confidential Information.

**IN CAMERA #3, Email Lists.**

Additionally, Littler’s continued investigation has revealed that Defendant has downloaded or otherwise transmitted Confidential Information to herself after her transfer to the Dallas office of Littler. Therefore, the relevant time period has extended from only February 2023, to as early as July 1, 2022. Upon information and belief, Defendant’s theft of Confidential Information appears to have been initiated around the time that she left the Irvine office.

Although Littler’s initial TRO included access to cloud-based storage accounts, which includes access to Defendant’s Gmail account, out of an abundance of caution and to immediately preserve any and all Confidential Information still in Defendant’s possession, Littler files this amended petition seeking additional relief via temporary restraining order and injunctive relief.

## CAUSES OF ACTION

### Count 1: Breach of Contract

All factual allegations set forth elsewhere in this Petition are herein expressly incorporated by reference. Littler further expressly incorporates by reference all exhibits to the Petition.

Under Texas Disciplinary Rules of Professional Conduct, Rule 1.05, Defendant is prohibited, among other things, from (a) revealing client confidential information; (b) using client confidential information to the detriment of the client without client consent; or (3) using client confidential information to Defendant's benefit without client consent.

As a result of these ethical obligations, Littler has adopted policies, including the Information Security Policy and Use of Firm Resources, prohibiting its employees (including Defendant) from using, disclosing, or downloading firm or client information outside of Littler's systems without permission. The Policy prohibits the upload of Confidential Information to any storage account and also prohibits the email of Confidential Information outside of Littler without the permission of Littler and/or the relevant client.

Littler's information security policies amount to contractual obligations under Texas law with which Defendant was obligated to comply.

Defendant breached her contractual obligations to Littler.

Littler has been and will continue to be irreparably harmed by Defendant's contractual violations.

### **Count 2: Conversion**

All factual allegations set forth elsewhere in this Petition are herein expressly incorporated by reference. Littler further expressly incorporates by reference all exhibits to the Petition.

A defendant commits the tort of conversion where: (1) a plaintiff owned, possessed, or had the right to immediate possession of property, (2) the property was personal property, (3) the defendant wrongfully exercised dominion or control over the property, and (4) the plaintiff suffered injury.

Littler provided Defendant with a laptop computer and an iPhone. The data contained on both, which includes Littler's Confidential Information, for the purposes of conducting business on Littler's behalf. Littler owns that property and has a present right to possess the property.

Defendant has wrongfully exercised dominion and control over the Confidential Information by failing to promptly return it to Littler after Littler demanded its return. After the Court's issuance of the first TRO, Defendant continues to wrongfully exercise dominion and control over the Confidential Information in her personal email account, thus necessitating an amended TRO.

Littler has suffered and continues to suffer irreparable harm as a result of Defendant's conversion.

**Count 3: Breach of Fiduciary Duty**

A breach of fiduciary duty occurs when: (1) the plaintiff and defendant have or had a fiduciary relationship, (2) the defendant breached her fiduciary duty owed to the plaintiff, and (3) the defendant's breach proximately caused injury to the plaintiff or resulted in a benefit to the defendant.

Defendant was an attorney employed by Littler. As a result, she has a continuing duty not to take, use, or disclose Confidential Information.

Defendant has breached her fiduciary duty to Littler by uploading the Confidential Information to a DropBox account and by emailing herself certain documents containing Confidential Information. She continues to breach that duty by refusing to return the Confidential Information. She has no legal right to retain the Confidential Information.

Defendant's breaches are proximately causing irreparable injuries to Littler and are substantially likely to continue causing irreparable injuries to Littler unless enjoined.

**Count 4: Violation of the Texas Uniform Trade Secrets Act;**  
**Tex. Civ. Prac. & Rem. Code § 134A.003.**

Littler has developed its manner of operation, business plans, processes, client data, confidential client information, attorney-client privileged information, attorney

work product, the names and contact information of its past and present clients, among other trade secrets. Littler made a reasonable effort to keep the trade secrets private, and the information is generally unknown to and not readily ascertainable through proper means by third parties.

At the time of the disclosure or use, Defendant knew or had reason to know the trade secrets were wrongfully obtained. Defendant, as a former associate of Littler, does not own or possess any right to the Littler Information that Littler seeks to protect. Defendant acquired Littler Information during her employment as an attorney, under circumstances giving rise to a duty to maintain the secrecy of the Littler Information. Tex. Civ. Prac. & Rem. Code § 134A.002(3).

Defendant's misappropriation was willful and malicious, authorizing the recovery of exemplary damages under Tex. Civ. Prac. & Rem. Code § 134A.004.

Defendant has violated TUTSA due to her knowing misappropriation of Littler's trade secrets.

Defendant's misappropriation of Littler's trade secrets caused injury to Littler, which resulted or is likely to result in the following damages: lost profits, loss of client relationships, loss of goodwill, out-of-pocket expenses, and reputational damages.

**AMENDED APPLICATION FOR TEMPORARY RESTRAINING ORDER IN AID  
OF ARBITRATION**

Littler incorporates all prior paragraphs, factual allegations and exhibits by reference.

Littler's application for a temporary restraining order is authorized by Tex. Civ. Prac. & Rem. Code § 65.011 and Tex. Bus. & Comm. Code § 15.51(a).

To obtain injunctive relief, the applicant must plead and prove: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). Such injunctive relief is appropriate in this case for the reasons discussed in this Petition.

Unless Defendant is immediately enjoined as requested in this Petition, Littler will continue to suffer irreparable harm and is substantially likely to suffer irreparable harm and damages in the future.

Littler therefore seeks an amended temporary restraining order providing the following relief:

1. "Confidential Information" is defined as any Client Information or Littler Information, whether tangible or electronic, that Littler has not published for public use and includes, but is not limited to attorney-client privileged information, work product, client names, client matters, client contacts, client



emails, client phone numbers, any information Defendant learned throughout the course and scope of her employment, employee personal identifying information and any information that falls within the scope of the attorney client or work product privileges. Specifically, Defendant will provide her work cell phone, personal cell phone, work laptop, and any personal computer with the forensics professionals and will provide usernames and passwords necessary to access all DropBox accounts, cloud-based accounts (including Google Drive), software applications, and social media applications where Confidential Information may reside;

- a. Confidential Information does not include any photographs or videos of Kozeychuk or Kozeychuk's minor son stored in Dropbox as well as Kozeychuk's personal documents, as determined by the Court. Confidential Information, as defined herein, is limited to Confidential Information forensically traceable to Littler's NetDocuments documents and/or Littler's C:Drive that was uploaded to Kozeychuk's DropBox from February 8, 2023 to February 28, 2023 or otherwise transmitted from Littler to Defendant through any other means.
2. Defendant shall allow the licensed forensic professionals hired by Littler to image the DropBox account, cell phone device, email accounts, and the cloud-based storage accounts (including Google Drive), software and social media applications

(including LinkedIn, Facebook, Twitter, TikTok) to identify Confidential Information, excluding imaging any photographs, videos, or personal files (as determined by the Court) transmitted prior to July 1, 2022.

3. The licensed forensic professionals will then provide the above-identified files to the Court for in-camera review.
4. Defendant shall immediately identify and advise Littler of any Confidential Information Defendant sent to any third party;
5. Defendant shall immediately provide a list of all locations where Defendant stores or transmits information or documents, including emails, phone numbers, social media accounts, cloud-based storage accounts (including Google Drive),
6. Defendant shall immediately return any and all hard copies or print-outs of the Confidential Information in her possession by hand-delivery via courier to Littler's lead legal counsel in this matter;
7. Defendant shall not use, duplicate, convey, disclose, or otherwise disseminate any Confidential Information; and
8. Defendant shall not delete or otherwise destroy any Confidential Information.
9. The Court will then review the materials located in the DropBox, Google Drive, Gmail, and other locations or accounts where Confidential Information may reside and make determinations as to the confidentiality of the documents and determine whether any of the documents are personal in nature. The documents determined

by the Court to be personal in nature will be returned to Kozeychuk and shall not be delivered to Littler. The other documents not determined to be personal in nature will be delivered to Counsel for Littler.

It is probable that Littler will prevail on its causes of action asserted against Defendant. **Defendant has breached and will continue to breach confidentiality obligations to the detriment of Littler unless restrained from doing so.**

The harm that will result if the temporary restraining order is not issued is irreparable because Defendant possesses the most sensitive Client Information and Littler Information. Defendant's use or disclosure of the Confidential Information will cause substantial harm to Littler if Littler cannot access the information and/or if the information is destroyed, used or shared.

If Defendant is permitted to violate her contractual and ethical obligations to Littler and her clients, respectively, Littler will be damaged and cannot be adequately compensated in money because the losses and damages cannot be measured by any certain pecuniary standard.

Littler's damages are incalculable. Further, upon information and belief, Defendant does not have sufficient monetary resources to cover Littler's losses if the company is irreparably harmed by her actions, therefore, Littler has no adequate remedy at law.

A \$1000 bond has already been posted with the clerk. A \$5 bond is sufficient in support of this amended TRO.

Accordingly, Littler requests that the Court set its application for temporary restraining order for hearing, grant the temporary restraining order requested, and after hearing the application for temporary restraining order, set the application for temporary injunction for hearing, and after hearing the application issue a temporary injunction against Defendant based on the foregoing information as well any additional information or evidence as may be properly submitted to the Court for consideration.

**AMENDED REQUEST FOR TEMPORARY INJUNCTIVE RELIEF IN AID OF  
ARBITRATION**

Littler incorporates all prior paragraphs and factual allegations by reference.

Littler asks the Court to set its application for temporary injunction for a hearing on March 17, 2023, to be heard along with Littler's full request for temporary injunctive relief, and, after the hearing, issue a temporary injunction against Defendant and her agents, servants, employees, and attorneys, and those persons in active concert or participation with her who receive actual notice of an order, as follows:

Littler requests that, following a hearing on Littler's application for a temporary injunction, that the Court enter a temporary injunction against Defendant, as well as her servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, as follows:

(1) Defendant shall allow the licensed forensic professionals hired by Littler to take, retain and examine the images of the DropBox account, Gmail, cell phone devices, work laptop, any personal computer, and the cloud-based storage accounts (including Google Drive), software and social media applications (including LinkedIn, Facebook, Twitter, Instagram, and TikTok) therein to identify the Confidential Information.

(3) Defendant shall allow the licensed forensic professionals hired by the Littler to remove any and all Confidential Information from the DropBox account, cell phone devices, work laptop, any personal computer, and the cloud-based storage accounts (including Google Drive), software and social media applications (including LinkedIn, Facebook, Twitter, Instagram, and TikTok).

(4) Defendant shall cooperate with Littler in its efforts to locate and collect all Confidential Information that Defendant may have sent to any third party.

(5) Defendant shall hold in the strictest confidence, and to not, directly or indirectly, use, disclose, share, divulge, copy, transmit, discuss, or publish any Confidential Information, and

(6) Defendant shall not delete or otherwise destroy any Confidential Information.

An appropriate amount for the bond to be posted for the temporary injunction is One Thousand and Five Dollars (\$1,005.00), which has already been posted with the Clerk

## MOTION FOR EXPEDITED DISCOVERY

All factual allegations set forth elsewhere in this Petition are herein expressly incorporated by reference. Littler further expressly incorporates by reference all exhibits to the Petition.

Pursuant to Tex. R. Civ. 191.1, the Court may modify discovery procedures and limitations if there is good cause, and if the modification is not specifically prohibited by some other rule.

The critical need for discovery and the imminence of the hearing on Littler's Application constitute good cause under Tex. R. Civ. Proc. 191.1 to permit expedited discovery. Therefore, Littler moves the court to approve and order the following Expedited Discovery Schedule, in addition to the Expedited Discovery already ordered by the Court in its February 27, 2023 order:

1. Kozeychuk must provide the independent forensic experts access to her Gmail account, including Google Drive, which is a cloud-based storage account.
2. Kozeychuk must also sit for a deposition not less than 3 days before the hearing on the Temporary Injunction.

Additionally, Littler requests that Defendant be ordered to preserve all evidence, documents, DropBox account(s), tangible information, emails, photographs, recordings, correspondence, texts, social media posts or messages, announcements, telephone voicemail messages, drafts related to the facts asserted in this lawsuit, including original

documents, copies of documents, electronic documents, telephones, telephone voicemail messages, phones, text messages, emails, and social media postings.

Littler requests that all other discovery be stayed pending an order on Littler's Amended Application for Temporary Injunction.

#### **CONDITIONS PRECEDENT**

All conditions precedent have been performed or have occurred, or have been waived.

#### **RESERVATION OF ALL RIGHTS TO ARBITRATION**

Littler has already filed an arbitration demand that governs this dispute. The parties have an arbitration agreement which governs disputes related to breaches of confidentiality and other employment disputes between the parties. Littler does not waive in any respect its rights to arbitration by filing this First Original Petition and Application, and nothing in this filing should be construed as waiver. Littler is filing this suit solely as an emergency, interim, conservatory measure, leaving all other disputes between Littler and Defendant to be decided through arbitration. Littler is not requesting that this Court render any decision on the merits or any other decision that would constitute a waiver of Littler's right to arbitration.

**PRAYER**

WHEREFORE, Littler respectfully requests that the Court:

- a. Grant Littler's Application for a Temporary Restraining Order, immediately, in the manner and for the relief set forth herein;
- b. Grant Littler's Motion for Expedited Discovery, immediately, in the manner and for the relief set forth herein;
- c. Grant Littler's Application for Temporary Injunction in the manner and for the relief set forth herein, after an expedited hearing on the relief requested;
- d. Grant all other and further relief, at law or equity, to which Littler is entitled.

DATED: March 3, 2023

Respectfully submitted,

**LYNN PINKER HURST & SCHWEGMANN LLP**

*/s/ Michael K. Hurst*

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**ATTORNEYS FOR LITTLER MENDELSON, P.C.**



**VERIFICATION**

I, George Wood, have read and reviewed the foregoing Verified Original Petition and Application for Temporary Restraining Order. I verify that the facts stated in the Relevant Factual Background are true and correct to the best of my knowledge, information, and belief.

Executed: March 3, 2023.

/s/George Wood  
George Wood

**Littler Mendelson  
Agreement to Arbitrate**

*Uliana A. Kozeychuk*

I understand that if a dispute which concerns the employment relationship and which constitutes a claim or cause of action that is cognizable in a court of competent jurisdiction arises between Littler Mendelson and its employees, the parties involved will make efforts to resolve these disputes through informal means. If these informal attempts at resolution fail for any reason, an aggrieved party seeking formal resolution shall submit the dispute, including without limitation any dispute arising out of, or related to, unfair competition, disclosure of trade secrets or breach of confidentiality, violation of public policy, violation of wage and hour laws, termination of employment, alleged unlawful discrimination, and alleged unlawful harassment, to final and binding arbitration pursuant to the Firm's Alternative Dispute Resolution Policy and Procedures. However, disputes related to workers' compensation and unemployment insurance are not subject to mandatory arbitration under this policy. Also, claims arising under any law that permits resort to an administrative agency notwithstanding an agreement to arbitrate those claims may be brought before that agency as permitted by that law, including without limitation claims or charges brought before the National Labor Relations Board, the Equal Employment Opportunity Commission, and the United States Department of Labor. However, there will be no right or authority for any dispute to be brought, heard or arbitrated by an employee as a class or collective action.

THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT FOR THE DISPUTES COVERED BY THE FIRM'S ALTERNATIVE DISPUTE RESOLUTION POLICY AND PROCEDURES. ALL RIGHTS TO A CIVIL COURT FOR DISPUTES COVERED BY THIS POLICY ARE WAIVED BY BOTH THE EMPLOYEE AND LITTLER MENDELSON. ONLY THE ARBITRATOR, AND NOT A JUDGE OR JURY, WILL HEAR SUCH DISPUTES.

This Agreement to Arbitrate does not undermine the fact that I am employed "at-will" and that my employment can be terminated at any time, with or without cause or notice.

I understand that a copy of the Firm's Alternative Dispute Resolution Policy and Procedures is attached hereto as APPENDIX A and is incorporated by reference into the Agreement to Arbitrate.

I have read and understand all of the above and agree to be bound by this Agreement to Arbitrate and Littler Mendelson's Alternative Dispute Resolution Policy and Procedures.



\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Uliana A. Kozeychuk

9/12/18  
\_\_\_\_\_  
Date

**APPENDIX A**  
**LITTLER MENDELSON'S ALTERNATIVE DISPUTE RESOLUTION**  
**POLICY AND PROCEDURES**

**1) Initiation Of Arbitration**

To initiate arbitration of any claim covered by the Agreement to Arbitrate, the party desiring arbitration, whether the employee or the Firm, must submit a written request for arbitration to a Firm officer (where the employee is initiating arbitration) or to the employee (where the Firm is initiating arbitration) within the time limits that would apply to the filing of a civil complaint in court. The request for arbitration must include all of the following information:

- A detailed description of the dispute;
- The date when the dispute first arose;
- The names, work locations and telephone numbers of any individuals, including employees or supervisors, with knowledge of the dispute; and
- The relief requested.

The responding party may submit counterclaim(s) in accordance with applicable state or federal law.

**2) Selection of the Arbitrator**

A single Arbitrator will resolve all disputes. The Arbitrator will be mutually selected by the Firm and the employee. If the Parties cannot agree on an Arbitrator, then a list of seven (7) arbitrators, experienced in employment matters, shall be provided by the American Arbitration Association (AAA) or another mutually agreed upon qualified arbitrator referral service. If a list of Arbitrators is provided, the parties will select the Arbitrator by alternately striking names from the list. The party striking first shall be determined by lot. The last name remaining on the list will be the Arbitrator selected to resolve the dispute. Upon selection, the Arbitrator shall set an appropriate time, date and place for the arbitration, after conferring with the parties.

### **3) Hearing Procedure**

Except as provided herein, we understand and agree that the arbitration shall be conducted in accordance with the existing National Rules for the Resolution of Employment Disputes of the American Arbitration Association; provided, however, that the Arbitrator shall allow the discovery authorized by the Federal Rules of Civil Procedure or any other discovery required by applicable law in arbitration proceedings. Also, to the extent that any of the National Rules for the Resolution of Employment Disputes or anything in this Agreement conflicts with any arbitration procedures required by applicable law, the arbitration procedures required by applicable law shall govern. However, the Arbitrator does not have the power to determine the existence, scope or validity of this agreement to arbitrate. Only a court of competent jurisdiction retains such power.

The employee and the Company also agree that nothing in this Agreement relieves either of them from any obligation they may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement.

The Arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based. The Arbitrator shall have the authority only to determine the issue(s) submitted to him/her by the initiating party and all defenses to those issues. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator's award also shall be subject to correction, confirmation, or vacation, as provided by any applicable law setting forth the standard of judicial review of arbitration awards.

### **4) Remedies**

The Arbitrator may award either party any remedy at law or in equity to which the prevailing party would otherwise have been entitled if the matter had been litigated in court. These remedies include general, special and punitive damages, injunctive relief, recoverable costs, and, where provided by applicable law, contract or statute, attorney's fees. The arbitrator also shall have the power to decide pleading and discovery motions and motions for summary judgment and partial summary judgment.

### **5) Applicable Law**

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ("FAA"). The arbitrator shall apply choice of law principles and shall conform his or her decision to the statutory and case law governing the dispute. However, there will be no right or authority for any dispute to be brought, heard or arbitrated by an employee as a class or collective action. Notwithstanding any other clause contained in this Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class or collective action or in a representative or private attorney general capacity on behalf of a class of persons or the general public. Private attorney general actions are not within the scope of claims covered by this Agreement.

## **6) Costs of Arbitration**

The Firm will bear the arbitrator's fee and any other type of expense or cost that the employee would not be required to bear if he or she were free to bring the dispute or claim in court as well as any other expense or cost that is unique to arbitration. The Firm and the employee shall each pay their own attorneys' fees incurred in connection with the arbitration; however, the arbitrator will have authority to award attorneys' fees if applicable law, a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees in accordance with such applicable law. If there is a dispute over arbitral costs or expenses or whether the Firm or the employee is the prevailing party in the arbitration, the Arbitrator will decide this issue.

## **7) Severability And Impact On Other Policies**

This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes. Except as stated in paragraph 5, above, if any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, the term or provision will be enforced only to the extent permissible under the law, and all remaining terms and provisions will continue in full force and effect.

Nothing in Littler Mendelson's Alternative Dispute Resolution Policy and Procedures is intended to alter the "at-will" employment relationship between Littler Mendelson and its employees.

DECLARATION OF ANDREW KIESTER

STATE OF CALIFORNIA       §  
  §  
COUNTY OF CONTRA COSTA §

I, Andrew Kiester, hereby declare:

1. My name is Andrew Kiester. I am currently employed as Sr. Director - Infrastructure and Security for Littler Mendelson, P.C. My office address is 333 Bush Street, 34th Floor, San Francisco, California 94104. I declare under penalty of perjury that the statements herein are true and correct.

2. In my role at Littler, my responsibilities include ensuring that any use of Littler's systems or device authorized to access Littler's confidential business information strictly complies with Littler's stated policies regarding the secure access, protection, and preservation of this sensitive data.

3. I have reviewed Littler's Verified Original Petition ("Petition") and Application for Temporary Restraining Order and for temporary and Permanent Injunctive Relief ("Application") against Defendant Uliana Kozeychuk ("Kozeychuk") and the Exhibits attached thereto.

4. Littler's records indicate that Ms. Kozeychuk was provided with a computer and cell phone from Littler. Ms. Kozeychuk was required to use the computer and cell phone during her employment for business purposes only.

EXHIBIT  
**B**

5. On Sunday February 17, 2023, Littler was notified that Kozeychuk had downloaded a large number of files from Littler's NetDocuments platform to her work computer.

6. On February 8, 17 and 19, 2023, Kozeychuk uploaded a total of 40.6GB of data to a DropBox folder. On February 20, 2023, using a sampling of the data Littler's Information Security Department determined that the data downloaded from NetDocuments on February 17, 2023, as discussed in Paragraph 5 above, was included in the data uploaded to DropBox between February 17-19, 2023.

7. A timeline of Kozeychuk's downloading and uploading activity as follows:



### Summary

Sunday February 20<sup>th</sup> security was notified of potential data exfiltration by Uliana Kozeychuk after several downloads from NetDocuments were observed. Security reviewed the dates starting on January 1<sup>st</sup>, 2023, to current and will continue to monitor until the investigation is closed.

There were no notable Dropbox items observed in the month of January 2023, however, in February there is a total of 40.6GB of data that was uploaded to Dropbox. Security was able to correlate the data downloaded from NetDocuments on February 17<sup>th</sup> with some of the data uploaded to Dropbox between February 17<sup>th</sup> – 19<sup>th</sup>, 2023. Security has created a timeline and reports to show the events with timestamps and actions.

8.

## Timeline

**February 8<sup>th</sup>, 2023**

### **NetDocuments Download:**

There were no downloads from NetDocuments observed on February 8<sup>th</sup>, 2023

### **Dropbox Uploads: 22.3 GBs**

Between 3:44pm PST – 7:24pm PST over 500 files uploaded to Dropbox from C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents\ location.

**February 17<sup>th</sup>, 2023**

### **NetDocuments Downloads:**

3:09pm PST and 3:23pm PST 1,646 files were downloaded from NetDocuments including the following zip files used to correlate data uploaded.

3:12PM Pacific - Downloaded 101 files from NetDocuments zipped up named "download.zip" and placed in following location C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents\PERSONAL\Samples\download.zip

3:19PM Pacific - Downloaded 100 files from NetDocuments zipped up named "disco.zip" and placed in following location C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents\PERSONAL\Samples\disco.zip

### **Dropbox Uploads: 100MBs**

Between 3:33pm PST and 4:39:pm PST 54 files including the two zip files were uploaded

3:33PM Pacific - Uploads zip file to Dropbox named "download.zip" from C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents\PERSONAL\Samples\download.zip

4:39PM Pacific - Uploads zip file to Dropbox named "disco.zip" from C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents\PERSONAL\Samples\disco.zip



**February 19<sup>th</sup>, 2023**

**NetDocuments Download:**

There were no downloads from NetDocuments observed on February 19<sup>th</sup>, 2023

**Dropbox Uploads: 20.2 GBs**

Between 4:39pm and 4:42pm PST 7877 files were uploaded to Dropbox to including files previously uploaded, this indicates a mass upload as opposed to a selective upload.

**Local Folder Structure:**

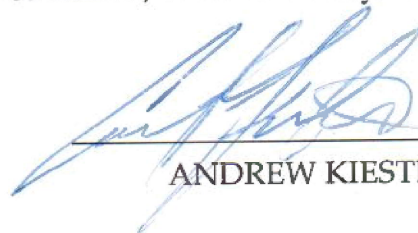
7,956 files were uploaded to Dropbox to include download.zip and disco.zip.

6718 of the files were uploaded from the folder structure path C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents\PERSONAL

1,238 files were uploaded from the folder structure C:\Users\ukozeychuk\OneDrive - Littler Mendelson, P.C\Documents

9. The documents Ms. Kozeychuk uploaded to a DropBox folder contain highly sensitive, confidential Littler information and client documents in the form of emails, texts, Microsoft Word documents, Adobe.pdfs, spreadsheets, and communications. To preserve this confidential and client information Littler must be able to access Ms. Kozeychuk's DropBox account before she uses, deletes, or removes these documents from this DropBox location.

Executed in Contra Costa County, State of California, on the 24th day of February, 2023.

  
\_\_\_\_\_  
ANDREW KIESTER

**From:** [Kozeychuk, Uliana](#)  
**To:** [Wood, George R.](#)  
**Subject:** RE: Your download of information on February 17, 2022  
**Date:** Sunday, February 19, 2023 11:30:37 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Hi George,

This sounds like an attempt to come up with a pretext reason to terminate me, which just makes my case against the firm even better.

As a preliminary matter, I don't see a problem with downloading all documents I created in NetDocs *on the firm's laptop's C drive*, which does not violate the policy since presumably there are security measures that protect this data. Please point me to the actual firm's written policy that prohibits saving files from NetDocs to my C drive on the firm's device.

As to the explanation you requested, I'm planning to use some of my remaining leave time to organize and clean up my Outlook and C drive that has too many emails and files at this point and to delete duplicative local files and also to save those that do not currently appear in the NetDocs to NetDocs. The easiest way to do it is locally in Documents by copying and pasting all files between the folders and receiving automatic notifications about which files are duplicative and whether they should be skipped instead of comparing hundreds of files on my C drive manually to what is in NetDocs file by file. I feel it benefits the firm if I make sure that all work files on my C drive are saved on the system and I don't take up unnecessary storage space. If your IT department has a better idea how to do it logistically, please advise. Otherwise, I consider this issue resolved unless you have anything further. Thanks!

**Uliana Kozeychuk**

Attorney at Law  
214.880.8186 direct, 949.326.3826 mobile  
UKozeychuk@littler.com



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2001 Ross Avenue, Suite 1500, Lock Box 116, Dallas, TX 75201-2931

---

**From:** Wood, George R. <GWood@littler.com>  
**Sent:** Sunday, February 19, 2023 4:03 PM  
**To:** Kozeychuk, Uliana <UKozeychuk@littler.com>  
**Subject:** Your download of information on February 17, 2022

Uliana:

As part of its normal review of our systems, Littler's IT Department notified Firm Management Friday night that you downloaded a significant number of client documents without permission or authorization (over 3,000). A spreadsheet of the documents downloaded is attached.



We have a firm policy prohibiting the downloading of Firm or client information without authority or permission. I've highlighted a relevant portion of the policy below.

### **1. Information Security Policy and Use of Firm Resources**

Employees should use the Firm's resources with the understanding that those resources are provided for the benefit of the Firm's practice. Accordingly, employees should use those resources to further Littler's ability to conduct its business and in a manner that is consistent with performance of their duties and responsibilities. Employees should never use the Firm's resources for personal use in a manner that interferes with work or any responsibilities to clients or others. Additionally, attorneys are responsible for ensuring that they use the Firm's resources in an effective and lawful manner and in a way that complies with our attorneys' ethical obligations.

Sending, saving, accessing, or viewing offensive material is prohibited. Messages stored and/or transmitted by the Firm's resources, including the computer, voicemail, e-mail, or the telephone system, must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of race, color, religion, sex, national origin, ancestry, gender, age, sexual orientation, gender identity or expression, marital status, mental or physical disability, veteran status and status as a uniformed services member, genetic information, as well as any other category protected by federal, state or local law. Likewise, any use of the Internet, e-mail, or any other resource in violation of the Firm's Policy Prohibiting Discrimination, Harassment, Bullying And Retaliation is strictly prohibited by the Firm. Employees shall not share, post, or store Firm information, including without limitation the Firm's confidential or proprietary information or client information, on any publicly accessible Internet computer or cloud storage provider without prior permission.

***Additionally, no employee has authority to download, transfer, email, or otherwise take Firm information, including without limitation the Firm's confidential or proprietary Firm information or client information, outside of the Firm except as part of the employee's normal duties and responsibilities for the Firm and then only in the Firm's best interests.***

On February 15, you advised HR that you were going on another leave of absence. On February 17, you advised HR that your leave would be full time—*i.e.*, that you would not be working during your leave. After advising HR that your leave would be full-time, and you would not be working, you downloaded the files in question. Given that you are on full-time leave, there is no logical reason for you to have downloaded these documents at this time. The Firm is currently deciding what action it will take in response to your inappropriate conduct. If you have an explanation for your conduct, we need to know it no later than noon central on February 20, 2023.

**George R. Wood**

Shareholder

612.313.7624 direct, 612.670.5709 mobile, 651.305.0567 fax

[GWood@littler.com](mailto:GWood@littler.com)



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**U.S. BASED ATTORNEY HANDBOOK  
2023**

**EXHIBIT  
D**

statements. This includes, but is not limited to, the Firm's Timekeeping Recording system, entries and expense reimbursement requests.

## **P. DEALING WITH THE MEDIA**

Attorneys may not speak with the media on the Firm's behalf, without specific approval from the Management Committee or its designee. In addition, subject to some limited exceptions, attorneys should not speak with the media until discussing the inquiry with the marketing department or public relations consultant. In speaking with the media, attorneys must comply with all ethical and legal obligations, including confidentiality obligations, and all client requirements.

All external media inquiries and requests for information are to be directed to the Office Managing Shareholder, Program Director, a member of the Management Committee, or the Director of Public Relations.

Please click [here](#) to view the Firm's Media Response & Interview Guidelines.

## **Q. SOCIAL MEDIA POLICY**

The Firm respects the legal rights of employees and understands that their time outside of work is their own. However, employees who engage in social media activity should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Firm's legitimate business interests and the interests of its clients. For example, the information posted could be confidential or proprietary information, as that term is defined in our Firm Confidentiality Policy. In addition, some readers may mistakenly view an employee as a spokesperson for the Firm. Consequently, social media activity is a legitimate and proper focus of the Firm and the Firm has adopted a Social Media Policy. Please click [here](#) to review the Firm's Social Media Policy.

## **R. USE OF FIRM RESOURCES**

### **1. Information Security Policy and Use of Firm Resources**

Employees should use the Firm's resources with the understanding that those resources are provided for the benefit of the Firm's practice. Accordingly, employees should use those resources to further Littler's ability to conduct its business and in a manner that is consistent with performance of their duties and responsibilities. Employees should never use the Firm's resources for personal use in a manner that interferes with work or any responsibilities to clients or others. Additionally, attorneys are responsible for ensuring that they use the Firm's resources in an effective and lawful manner and in a way that complies with our attorneys' ethical obligations.

Sending, saving, accessing, or viewing offensive material is prohibited. Messages stored and/or transmitted by the Firm's resources, including the computer, voicemail, e-mail, or the telephone system, must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of race, color, religion, sex, national origin, ancestry, gender, age, sexual orientation, gender identity or expression, marital status, mental or physical disability, veteran status and status as a uniformed services member, genetic information, as well as any other category protected by federal, state or local law. Likewise, any

use of the Internet, e-mail, or any other resource in violation of the Firm's *Policy Prohibiting Discrimination, Harassment, Bullying And Retaliation* is strictly prohibited by the Firm.

Employees shall not share, post, or store Firm information, including without limitation the Firm's confidential or proprietary information or client information, on any publicly accessible Internet computer or cloud storage provider without prior permission.

Additionally, no employee has authority to download, transfer, email, or otherwise take Firm information, including without limitation the Firm's confidential or proprietary Firm information or client information, outside of the Firm except as part of the employee's normal duties and responsibilities for the Firm and then only in the Firm's best interests.

Please refer to the Firm's Confidentiality Policy and the Firm's Attorney-Client Confidentiality Policies for additional information.

Please click [here](#) to access the Firm's Employee Compliance Policy.

## **2. Monitoring of Firm Resources**

The Firm monitors its computers, networks, and communications systems on a regular basis. The Firm will, except as may be prohibited by law, copy, delete, modify, and/or disclose as the Firm deems appropriate, any and all documents, data, messages, or other files created, stored, or transmitted using Littler's equipment or communication systems. Littler may disclose any such information to any third party, including law enforcement, as required by law or to protect Littler's interest. Except where applicable data protection laws provides otherwise, you should have no expectation of privacy in your use of, or in anything you create, store, or transmit using, the Firm's equipment or communication systems. Such use is not private or confidential, whether your use is for business or for non-business purposes.

In its sole discretion and to the extent permitted by applicable law, the Firm will monitor in real-time any content of electronic communications transmitted by or through the Firm's communication systems, whether the electronic communication is for business or non-business purposes. The Firm also will, in its sole discretion, activate the auto-forwarding and auto-journaling features of its communication systems – for example, (a) to forward a duplicate of a user's out-going or incoming e-mail in real-time to others within the Firm – e.g., to a supervisor in the event of an extended absence or separation of the user from Littler, or to a supervisor and/or personnel in the Human Resources and/or Information Security departments in connection with or in anticipation of an investigation; and (b) to archive the user's voicemail or e-mail in real-time by storing a duplicate copy on the Firm's servers for future reference – e.g., in connection with an investigation, or in the event of litigation involving the Firm. By using Littler's equipment or communication systems, you consent to the real-time interception of your communications or information.

The Firm's security systems may retain a copy of all passwords or other authentication information you may have used with Firm equipment or communication systems. Your deletion of such passwords or other information or use encryption does not limit the Firm's ability to access information at any time.

**From:** [Wood, George R.](#)  
**To:** [Kozeychuk, Uliana](#)  
**Subject:** Your Recent Conduct Uploading Documents Outside the Firm  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Uliana:

We learned yesterday morning that Sunday afternoon, February 19, between 3:33 p.m. and 4:39 p.m. pacific time, you uploaded 7,956 documents (most of which were client documents) to a Dropbox location, which is a violation of our policies. You uploaded these documents after I sent you the Firm's policy prohibiting you from sending documents outside the Firm without permission. Despite knowing the policy, you chose to upload thousands of documents outside the Firm without permission.

You were given access to Dropbox for a client's convenience in the past, but you were specifically told not to upload any documents to Dropbox. As a result, you had no authority from the Firm or the respective clients to send these documents outside the Firm. Your decision to violate Firm policy a second time (after specifically being advised not to) and to disregard our prior instructions is troubling; we believe your actions constitute a violation of CA Rules of Professional Conduct 1.6(a) and 1.8. Additionally, the statements you made in your February 19 email as to why you downloaded 3,100+ documents to your C drive – and which you subsequently uploaded into Dropbox on Sunday – clearly were not accurate. (Moreover, we confirmed with IT that if you have documents on your C drive that need to be filed in NetDocs, you can do so without downloading documents onto your C drive. At this point, the Firm is taking the following actions:

1. You are being placed on an unpaid administrative leave pending further review of the facts surrounding your actions.
2. You need to provide the Firm's IT Department with immediate access to the Dropbox location to which you downloaded files so that those files may be retrieved. I will advise you who will contact to do so. If you chose not to cooperate with the return of these documents, the Firm will take appropriate action to seek their return.
3. Your access to our systems will be shut down until further notice.

You will need to provide us with an alternative email address to use for communications to you since your Littler email will not work for you. Also, if there is work that needs to be transitioned, you will need to immediately provide us with a list of items that needs completing.

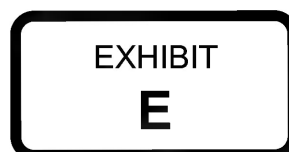
We will contact you as soon as a decision has been made about what actions the Firm will be taking as a result of your serious breaches of Firm policies.

**George R. Wood**

Shareholder

612.313.7624 direct, 612.670.5709 mobile, 651.305.0567 fax

[GWood@littler.com](mailto:GWood@littler.com)







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# LYNN PINKER HURST SCHWEGMANN

MICHAEL K. HURST  
Partner  
Board Certified – Civil Trial Law  
Texas Board of Legal Specialization

Lynn Pinker Hurst & Schwegmann, LLP  
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Suite 2700  
Dallas, Texas 75201  
[lynnllp.com](http://lynnllp.com)

D 214 981 3838  
F 214 981 3839  
mhurst@lynnllp.com

February 22, 2023

**Uliana A. Kozeychuk**

2512 Springhill Drive

Dallas, TX 75228

12 Bayfield

Irvine, CA 92714

949-326-3826

949-326-2382

**Via: text message**

Dear Ms. Kozeychuk:

My firm has been retained in connection with your egregious legal and ethical violations, as well as violations of Littler Mendelson, P.C. policies (“Firm Policies”) and breaches of firm and client confidentiality – specifically, your upload of thousands of client documents and Firm property to an undisclosed and unapproved DropBox account. Demand is hereby made that you *immediately* work with my client’s IT Department to ensure access to the Dropbox and your certification that you do not possess and have not further transmitted these documents.

Additionally, my firm has been retained in connection with your threats to systematically and publicly defame Littler Mendelson, P.C. and its partners on podcasts and social media. Demand is hereby made that you *immediately* retract such threats.

My client has informed me that there remains a small window of time for you to resolve all pending disputes and issues between you and Littler Mendelson, P.C. once you have completed the above actions.

Please direct all communications in this regard to Michael Hurst ([mhurst@lynnllp.com](mailto:mhurst@lynnllp.com)), Michele Naudin ([mnaudin@lynnllp.com](mailto:mnaudin@lynnllp.com)), Beverly Congdon ([bcongdon@lynnllp.com](mailto:bcongdon@lynnllp.com)) and Tonia Ashworth ([tashworth@lynnllp.com](mailto:tashworth@lynnllp.com)).

If you have hired counsel, please immediately provide me with their contact information. Please also provide your email and home addresses.

If you do not ensure the return and destruction of the stolen documents and retract your social media threats, and we are unable to reach an agreement to amicably resolve these disputes by **4:00 CST on February 23, 2023**, we will have no choice but to initiate a lawsuit and seek emergency relief no later than.

Very truly yours,



Michael K. Hurst

EXHIBIT  
F

**From:** [Uliana Kozeychuk](#)  
**To:** [Michele Naudin](#)  
**Cc:** [Michael K. Hurst](#); [Beverly Congdon](#); [Tonia Ashworth](#)  
**Subject:** Re: 2.22 MKH Letter to Kozeychuk  
**Date:** Thursday, February 23, 2023 1:24:30 AM

---

Dear Counsel:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Let me make something clear. Absent a court order regarding the same, I will not be providing Littler IT department or anyone else with my private account login info and access to my private files stored there. I have years worth of private photos and documents in there, among other things, that I do not wish to have anyone to peruse and to violate my privacy rights based on some false and defamatory accusation. Go to court, prove that I did anything wrong, get a court order, and I'll be happy to comply then. We both know this will never

happen.

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,  
Uliana Kozeychuk

On Wed, Feb 22, 2023 at 3:33 PM Michele Naudin <[mnaudin@lynnp.com](mailto:mnaudin@lynnp.com)> wrote:

Ms. Kozeychuk:

It has come to my attention that you are directly corresponding with Mr. Wood. We sent this correspondence to you a few hours ago via text message to inform you that Littler has retained our firm. Please direct all correspondence to our attention, including the individuals CC'd on this email. We look forward to your response.

Thank you,

**MICHELE NAUDIN | Attorney**

**LynnPinkerHurstSchwegmann**

Direct 214 292 3648

Mobile 469 705 2825

[mnaudin@lynnllp.com](mailto:mnaudin@lynnllp.com)

2100 Ross Avenue, Suite 2700

Dallas, Texas 75201

[lynnllp.com](http://lynnllp.com)

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of Lynn Pinker Hurst & Schwegmann, LLP. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.

**From:** Wood, George R. <GWood@littler.com>  
**Sent:** Friday, February 24, 2023 11:01 AM  
**To:** Uliana Kozeychuk <ukozeychuk@gmail.com>; Hawpe, Jeremy W. <JHawpe@littler.com>  
**Cc:** Michael K. Hurst <MHurst@lynnllp.com>  
**Subject:** RE: Resignation Notice

Uliana:

We need to make arrangements to pick up your Littler equipment (including your computer and phone) and obtain the documents you uploaded to dropBox. Please let us know when we can accomplish these. As to the equipment, we will send a courier to pick it up. Regarding the documents, we will need to schedule a time with Littler's IT Department to access the DropBox location. We also need to know if you have made any copies of the documents. If there are personal items intermixed with the client documents, we can work to pull those out. Please let me know when we can discuss.

EXHIBIT

H

**George R. Wood**

Shareholder

612.313.7624 direct, 612.670.5709 mobile, 651.305.0567 fax

[GWood@littler.com](mailto:GWood@littler.com)



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1300 IDS CENTER, 80 South 8th Street, Minneapolis, MN 55402-2136

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**From:** Uliana Kozeychuk <[ukozeychuk@gmail.com](mailto:ukozeychuk@gmail.com)>  
**Sent:** Thursday, February 23, 2023 5:59 PM  
**To:** Hawpe, Jeremy W. <[JHawpe@littler.com](mailto:JHawpe@littler.com)>  
**Cc:** Wood, George R. <[GWood@littler.com](mailto:GWood@littler.com)>  
**Subject:** Resignation Notice

Dear Jeremy:

I have no choice but to resign from my position at Littler effective immediately in protest of continuing mistreatment and unethical and illegal practices. I wish you and the Dallas office the best and hope to see you in Dallas at some point if I ever return to Texas. Thank you.

Respectfully,  
Uliana Kozeychuk

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Michele Naudin on behalf of Michele Naudin  
Bar No. 24118988  
mnaudin@lynnllp.com  
Envelope ID: 73303677  
Status as of 3/3/2023 8:40 AM CST

Associated Case Party: LITTLER MENDELSON PC

Name	BarNumber	Email	TimestampSubmitted	Status
Michelle Naudin		mnaudin@lynnllp.com	3/3/2023 7:29:33 AM	SENT
Michael K.Hurst		mhurst@lynnllp.com	3/3/2023 7:29:33 AM	SENT
Beverly Congdon		bcongdon@lynnllp.com	3/3/2023 7:29:33 AM	SENT
Tonia and ToniaAshworth		tashworth@lynnllp.com	3/3/2023 7:29:33 AM	SENT
Gina Flores		GFlores@lynnllp.com	3/3/2023 7:29:33 AM	SENT

Associated Case Party: ULIANA KOZEYCHUK

Name	BarNumber	Email	TimestampSubmitted	Status
Uliana Kozeychuk		ukozeychuk@gmail.com	3/3/2023 7:29:33 AM	SENT