



**IN THE CIRCUIT COURT FOR MADISON COUNTY, ALABAMA**

<b>SIMPLE HELIX, LLC; 451 PRESS, LLC;</b>	)	
<b>DEEP BLUE HOLDINGS, LLC; and</b>	)	<b>*EMERGENCY MOTION*</b>
<b>ALPHA HOSTING, LLC,</b>	)	
	)	
<b>PLAINTIFFS,</b>	)	
	)	<b>CIVIL ACTION NO. CV-</b>
<b>vs.</b>	)	
	)	
<b>STEVE SHICKLES</b>	)	
	)	
<b>DEFENDANT.</b>	)	

**PLAINTIFFS' EMERGENCY PETITION FOR TEMPORARY RESTRAINING ORDER**

**AND PRELIMINARY INJUNCTION**

Plaintiffs Simple Helix, LLC (“Simple Helix”), 451 Press, LLC (“451 Press”), Deep Blue Holdings, LLC (“Deep Blue”) and Alpha Hosting, LLC (“Alpha” or, together with Simple Helix, 451 Press, Deep Blue, “Plaintiffs”) hereby submit this petition for Temporary Restraining Order and preliminary injunction pursuant to Rule 65 of the Alabama Rules of Civil Procedure. Evidence recently discovered by Plaintiffs indicates Shickles, who was a board member and/or employee of Plaintiffs through January 3, 2019, embezzled, stole, converted or otherwise obtained through false pretenses from Plaintiffs equipment, loans, personal property and cash. In the process, Shickles committed fraud, breached his employment contract(s) and breached fiduciary duties owed to Plaintiffs. Through this Motion, Plaintiffs seek an immediate order directing Defendant Steve Shickles (“Defendant” or “Shickles”) to refrain from accessing the properties located at 2809 Newby Rd SW, Suite 116, Huntsville, Alabama (the “Newby Road Warehouse”) and 3304 Long Ave SW, Huntsville, Alabama (the “Long Avenue Warehouse” or, together with the Newby Road Warehouse, the “Warehouses”) and to refrain from disposing of, damaging, or in any way reducing the value of personal property stored at those locations. Additionally, Plaintiffs seek an immediate order directing Wells Fargo Bank to freeze the account of Shickles ending in account number 5479. Plaintiffs require temporary injunctive relief to prevent the imminent loss of assets

improperly acquired by Defendant. Upon information and belief, Defendant is in the process of liquidating and absconding with property and assets purchased on Plaintiffs' behalf or improperly with Plaintiffs' funds. In further support of its Motion, Plaintiffs would show the Court as follows:

Plaintiffs Relationship with Defendant

1. Plaintiffs are related entities located in Huntsville, Alabama that, for the purposes of this action, currently operate a Tier III Data Center, provide internet network solutions and provide IT management services through Simple Helix, LLC. (See Affidavit of Jada Leo at ¶ 2, attached hereto as Exhibit A).
2. Defendant is an individual that resides in Madison County, Alabama.
3. Defendant was hired by 451 Press on September 15, 2006 and his employment was transferred in 2010 to Deep Blue. (Id. at ¶ 3).
4. Defendant was an officer, board member and employee of Simple Helix from December 29, 2008 until December 26, 2018. (Id. at ¶ 4).
5. Defendant was an officer, board member and employee of Deep Blue and Alpha from March 30, 2010 until December 26, 2018, at which time Defendant was removed from all Board and Officer positions at Deep Blue and Simple Helix. (Id. at ¶ 5).
6. Defendant remained an employee of Deep Blue, Alpha and Simple Helix until January 3, 2019 at which time Defendant resigned any further employment. (Id. at ¶ 7).
7. Upon Defendants removal as a Board Member and Officer and his subsequent resignation, Plaintiffs have discovered significant improprieties and inaccuracies in the accounting of various accounts managed by Defendant and Plaintiffs are preparing to bring appropriate actions against Defendant. (Id. at ¶ 9).

Defendants Alleged Actions Uncovered to Date

Paypal Account

8. On or about December 28, 2018, Plaintiffs learned of a Paypal account Defendant had been secretly operating in the name of Simple Helix from at least November 2007 through January 2019. (See Affidavit of Holly Lutz at ¶ 4, attached hereto as Exhibit B).
9. Upon learning of the existence of this Paypal account, CPA Holly Lutz was asked to review the data from Paypal and audit the account. (Id.).
10. According to the data recovered from the above referenced Paypal account, this account received a total of \$2,561,022.79 in Simple Helix customer payments from January 5, 2012 through January 3, 2019. Of that amount, Paypal collected fees in the total amount of \$106,904.68. The net amount belonging to Simple Helix after deducting the Paypal fees is \$2,454,118.11. (Id. at ¶¶ 5-6).
11. Defendant didn't transfer a single dollar of this total into the Simple Helix operating accounting, but spent, withdrew or transferred the entire amount, plus additional loaned sums through this account for his personal use. (Id. at ¶ 13).
12. From January 5, 2012 through January 3, 2019, Defendant made payments directly from the Paypal account for almost exclusively personal expenditures totaling \$831,196.45. (Id. at ¶ 7).
13. These personal expenditures include payments to restaurants, grocery stores, entertainment services, women's clothing retailers, men's clothing retailers, a private school, gas stations, medical providers, hotels, massage parlors, nail salons, auto parts stores and more. (Id. at ¶ 8).
14. In addition to these personal expenditures paid for with Plaintiffs funds, Defendant withdrew or transferred to his own bank account the net total of \$1,664,819.93 from January 5, 2012 through January 3, 2019. (Id. at ¶ 9).
15. The bank account to which the funds were transferred is an account with Wells Fargo Bank with an account number ending in 5479. This is the same account to which Defendant's paychecks are direct deposited. (Lutz Affidavit at ¶¶ 9-10).

16. Defendant further obtained three separate loans from Paypal associated with the Simple Helix account. The first loan was obtained on April 13, 2015 in the amount of \$71,500.00. The second loan was obtained on January 5, 2017 in the amount of \$65,000.00. The third loan was obtained on May 14, 2018 in the amount of \$75,000.00. As of January 3, 2019, the total balance remaining owed on these three loans was \$58,317.25. (Id. at ¶ 11).
17. These loans have been paid down by operation of Paypal's policy of applying 25% of all income received through the account being applied to the loan payment. (Affidavit of Lutz at ¶ 12).
18. Ms. Lutz is in possession of excel ledgers detailing the activity of the Paypal account. A hard copy printout of these ledgers would total over 1000 pages. (Id. at ¶ 14).<sup>1</sup>

#### Unverified American Express Payments

19. In addition to auditing the Paypal account data, Ms. Lutz attempted to reconcile payments made from the Simple Helix bank account to Defendant's American Express card. (Id. at ¶ 15).
20. Ms. Lutz identified \$3,021,339.18 for the period between May 29, 2013 through January 3, 2017 in American Express payments for which Defendant has failed or refused to provide statements and invoices to support the charges. (Id. at ¶ 15).

#### Other Questionable Transactions

21. Ms. Lutz was further able to identify \$1,483,448.26 in transfers to Defendant's personal account, cash withdrawals, and unusual payments to vendors from July 16, 2010 through May 9, 2016, that Defendant made from Simple Helix's bank account without any supporting documentation to justify the expenses. (Lutz Affidavit at ¶ 16).
22. Simple Helix also maintains a payable account to Defendant. Prior to its internal review, the balance showed owing to Defendant in this account was \$88,844.24. After the internal review,

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<sup>1</sup> Plaintiffs can provide the detailed ledgers to the court for review, but request guidance as to the Court's preferred procedure and format for doing so due to the voluminous nature of the documents.

\$3,157,216.11 of credits were improperly entered by or on behalf of Defendant into Simple Helix's accounting software without providing the required supporting proof of payment or vendor invoice. These unverified credits resulted in an overpayment by Simple Helix to Defendant of \$3,068,371.87. (Id. at ¶ 17).

#### Unauthorized Purchase of Ford Expedition

23. Following Defendant's resignation, Plaintiffs discovered that Defendant took out a loan and purchased a new Ford Expedition in the name of Simple Helix. (See Affidavit of Belinda Finley at ¶¶ 11-12, attached hereto as Exhibit C).

#### Warehouses

24. Defendant leased the Warehouses in which he stored property titled in the name of Simple Helix and property purchased with funds illicitly obtained by Defendant from Plaintiffs. (See Affidavit of Josh Brown attached hereto as Exhibit D).
25. Simple Helix employee Josh Brown is in possession of keys to the Warehouses provided to him by Defendant prior to Plaintiffs discovery of the allegations in this Motion. Mr. Brown in the past has visited the Warehouses on numerous occasions (Id. at ¶¶ 4 and 8).
26. On January 8, 2019, Mr. Brown, visited the warehouse located at 2809 Newby Rd SW, Suite 116, Huntsville, Alabama to attempt to identify, inventory and protect assets contained therein owned by Simple Helix. Mr. Brown learned that the locks had been changed and his key would not grant him access. (Id. at ¶ 7).
27. Mr. Brown had previously been in this warehouse space and remembers it containing the following equipment: two large and several smaller driving simulators; high end computer equipment; high-end cameras; high-end video equipment; drones; and at least two 3-D printers. (Id. at ¶ 5).

28. Additionally, Mr. Brown was able to locate a list containing some of the items Defendant kept at the Newby Road Warehouse. (Id. at ¶ 6).
29. Mr. Brown then visited the warehouse located at 3304 Long Ave SW, Huntsville, Alabama and was able to access this site with his key. Mr. Brown identified the above referenced Ford Expedition in this warehouse. (Id. at ¶ 7).
30. In addition to the above referenced Ford Expedition, this warehouse contained: a new BMW 238i with temporary tags dated in December 2018, a Tiffin motor coach, a Ford transit van, a large vintage military style half-ton truck, four Segways, several sets of automobile tires, including Porsche wheels and tires, industrial lifts owned by Simple Helix and a variety of other tools and equipment some of which is owned by Simple Helix. (Id. at ¶ 10).
31. In previous visits to the Long Avenue Warehouse, Mr. Brown observed the following items: more than 20 different automobiles, many of which were high-end performance cars such as a Porsche GT3, a McLaren, a Mercedes AMG GT, and several other high-end performance vehicles; trailers and trucks for transporting said vehicles; motorcycles; and UTVs. (Id. at ¶ 9).
32. Plaintiffs further learned that Defendant had opened accounts for cable and/or internet services and trash services at the Warehouses. (Finley Affidavit at ¶ 5).

#### Defendant Allegedly Left Town to Liquidate Property

33. An employee of Simple Helix reported to Mr. Leo that Defendant had left town and was likely attempting to liquidate property including many of the assets identified herein. (Leo Affidavit at ¶ 10).

#### Conclusion

34. As detailed in the attached affidavits referenced above, Defendant has unlawfully, by fraud and in breach of the duties and obligations owed to Plaintiffs, obtained a large amount of funds

and property belonging to Plaintiffs and is believed to be an imminent threat to dispose of the remaining illicitly obtained funds and property.

35. If a temporary restraining order is not issued, Plaintiffs will suffer irreparable injury, including the highly likely loss or destruction of its valuable personal property. Plaintiffs are likely to prevail on the merits of their claims that Defendant's conduct while employed by Plaintiffs violates his contractual obligations, violates his fiduciary duties, and constitutes fraud.
36. The threatened injury to Plaintiff outweighs whatever damage a temporary injunction may cause the Defendant; and the injunction would not be adverse to the public interest.
37. Because providing notice to Defendant of this request would cause delay and would cause Defendant to increase his efforts to liquidate, hide or abscond with funds and property rightfully belonging to Plaintiffs, Plaintiffs request this emergency and temporary relief be granted without such notice or delay pursuant to Rule 65 of the Alabama Rules of Civil Procedure.
38. In the event that the Court determines a hearing is necessary before ruling on Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction, Plaintiff requests that the Court schedule the hearing as promptly as possible.
39. For the foregoing reasons, and as set forth in the accompanying affidavits, this Motion for Temporary Restraining Order and Preliminary Injunction should be granted.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully requests the Court to enter a Temporary Restraining Order prohibiting Defendant from accessing or removing any of the items contained in the warehouse located at 2809 Newby Rd SW, Suite 116, Huntsville, Alabama and 3304 Long Ave SW, Huntsville, Alabama. Furthermore, Plaintiffs request that Defendant be prohibited from accessing, transferring or expending funds contained in the Wells Fargo bank account with an account number ending in 5479.

Respectfully submitted this the 9<sup>th</sup> day

/s/ Brian J. Richardson

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