

JURISDICTION AND VENUE.

4. This is a Complaint for damages arising out of a contract that was executed and performed in Davidson County, Tennessee for which the contract at issue sets the venue in Davison County, Tennessee.

5. The remaining claims for damages and the facts in support thereof all occurred in Davidson County, Tennessee.

6. Jurisdiction and venue are proper in this Court.

FACTS

7. Plaintiff, a female, was recruited in January of 2021 by the CEO and Manager of Power Poll, Bruce Dobie, to fill a position at Power Poll with the title of Chief Operating Officer.

8. In February of 2021, Plaintiff agreed to assist Defendant Dobie with various tasks for the purpose of helping Power Poll grow. For approximately four (4) months, Plaintiff worked for free and did not ask for compensation until eventually accepting an offer to join Power Poll.

9. During the recruiting process, Plaintiff was informed by Defendant Dobie that her role with Power Poll would be to “scale the company” in order to make it a national company.

10. Plaintiff’s role and proposed duties were further clarified by Defendant Dobie to be consistent with that of a Chief Operating Officer. However, both Plaintiff and Defendant Dobie decided Plaintiff’s title should be Chief Revenue Officer given the smaller size of the company.

11. While discussing the current status of Power Poll, Defendant Dobie misled Plaintiff on the financial health and funding of Power Poll to persuade Plaintiff to accept the position at Power Poll.

12. In June 2021, Defendant Dobie asked Plaintiff for a loan to help Power Poll meet its payroll obligations. When asking for the loan, Defendant Dobie told Plaintiff that this was a

one-time thing due to him receiving commitments from multiple investors that were about to provide “a few hundred thousand dollars in investments” to Power Poll.

13. While recruiting Plaintiff, Defendant Dobie informed Plaintiff that he was in the process of using SeedInvest and was going to raise approximately Two Hundred Fifty Thousand dollars (\$250,000.00) through SeedInvest that would be used to scale the company. However, Defendant Dobie knew this was false as he was unable to obtain the financing using SeedInvest in approximately April of 2021 and he had not raised the money.

14. Defendant Dobie told Plaintiff he had plenty of sources to achieve both the Five Hundred Thousand dollar (\$500,000.00) financing goal which he committed to reaching in June of 2021 and the One Million dollar (\$1,000,000.00) goal which would be reached in August of 2021. In fact, as Defendant Dobie was leaving for a 2-week vacation in early August, he told Plaintiff specific investors’ names who would be funding the company upon his return.

15. Defendant Dobie told Plaintiff the Company’s two largest customers would renew for 2022 even though one of them had informed him in June of 2021 that they would not be renewing. Defendant Dobie continually assured Plaintiff he was willing to make all the changes necessary to “scale the company” and achieve the goal of being in 300 markets within 18 months.

16. Not only were these statements misleading, but, more importantly, they were false and Defendant Dobie knew they were false when the statements were made.

17. Defendant Dobie told Plaintiff on multiple times that she should be in Nashville and they should work side by side if she was to accept a position at Power Poll.

18. Plaintiff relied on Defendant Dobie’s false statements about Power Poll’s finances and funding and informed Defendant Dobie that she would accept the position and move from her current home in Atlanta, Georgia to Nashville, Tennessee in May of 2021.

19. Plaintiff was never able to verify Power Poll's poor financial state as Defendant Dobie was the only person with full access to Power Poll's financial records prior to Plaintiff accepting the position.

20. On July 29, 2021, an Employment Agreement (hereinafter "Contract") was agreed to and voluntarily signed by Plaintiff and Defendant Dobie on behalf of Power Poll that outlined the terms and conditions of all aspects of Plaintiff's employment with Power Poll.¹

21. Under the Contract, Plaintiff would be employed for a one (1) year term in the capacity of Power Poll's Chief Revenue Officer while making a base salary of \$250,000.00. Plaintiff also received benefits, paid time off, membership interests as set forth in Section 3 of the Contract.

22. Section 1(B) of the Contract states that Plaintiff's duties are:

" . . . to perform such functions and duties and furnish such services to the Company in connection with and related to the position of Chief Revenue Officer as are requested by the Chief Executive Officer and are consistent with similar positions in like companies."

23. At all times relevant to the allegations in this Complaint, Plaintiff performed her duties in a professional, competent and beneficial way for Power Poll.

24. At no point during her employment with Power Poll did Plaintiff receive any complaints from Defendant Dobie about her performance.

25. In fact, Defendant Dobie and Plaintiff were on hundreds of emails together during the employment and Defendant Dobie never made a complaint about Plaintiff's performance.

26. Notwithstanding the consistent praise relating to Plaintiff's performance, Plaintiff's employment under the Contract ended on February 28, 2022.

¹Pursuant to Rule 10.03 of the Tennessee Rules of Civil Procedure, the Employment Agreement is attached hereto as Exhibit A.

27. During a Zoom video call on February 28, 2022, Defendant Dobie told Plaintiff, Sean Donnelly and Daryl Swanson that Power Poll did not have enough money to continue paying them. Plaintiff accepted this and began looking for new employment.

28. Job performance/performance issues were never discussed on the February 28, 2022 Zoom call. Rather, according to Defendant Dobie, the sole reason for ending the employment relationships was Defendant Power Poll's lack of assets.

29. During her employment with Power Poll, Plaintiff became aware of Power Poll's financial and funding struggles. On many occasions she brought this up to Defendant Dobie to which he always replied that everything was taken care of and there were no financial or funding issues. Defendant Dobie consistently misled Plaintiff on the financial and funding status of Power Poll.

30. Section 5(B) in relevant part outlines Power Poll's post termination obligations and states:

“If Peters and the Company agree to separate for any reason after the first 90 days of her employment, the Company agrees to Pay Peters (i) separation payment equal to twelve (12) months of Peters then current Base salary . . . , and (ii) reimbursement for Peters' payment of twelve (12) months of any COBRA continuation coverage premiums. . .”

31. By the terms of the Contract, Power Poll is obligated to Plaintiff for the terms set forth in Section 5(B) and has failed to fulfill those obligations despite multiple requests from Plaintiff.

32. During her employment with Power Poll, Peters was subjected to discrimination on the basis of her sex.

33. On many occasions, Defendant Dobie would not allow Plaintiff to go to meetings with potential investors as according to Defendant Dobie, “Nashville is a good ole boys club” and

“women are not usually allowed” in relation to her potential attendance and participation at these meetings.

34. Defendant Dobie was Plaintiff’s supervisor at all times relevant to her employment at Power Poll.

35. Every time these discriminatory remarks were made to Plaintiff due to her being a female, she would tell Defendant Dobie that his comments were not appropriate and equated to discrimination against her.

36. Defendant Dobie’s discrimination prevented Plaintiff from meeting with potential investors and attempting to secure additional funding for the benefit of Power Poll.

37. Defendant Dobie and anyone else at Power Poll failed to protect or take any steps to address the sex discrimination that Plaintiff was subjected to.

38. The actions of Defendant Dobie have caused Plaintiff severe mental injury and emotional distress. The sex discrimination has caused Plaintiff to experience anxiety, loss of sleep, extreme embarrassment, effect on mood, anger, feeling of hopelessness, financial stress, worry, and depression, among other severe mental injuries.

COUNT I - BREACH OF EMPLOYMENT CONTRACT

39. Plaintiff incorporates and restates all the allegations listed in preceding paragraphs of the Complaint above as if fully set forth herein.

40. The Contract is a valid and binding agreement, supported by adequate consideration, and enforceable according to its terms.

41. Plaintiff fully complied with the Contract in all material respects.

42. Despite Plaintiff’s full compliance with the Contract, Defendant Power Poll has inexcusably failed to pay Plaintiff according to Section 5(B) under the Contract.

43. Defendant Power Poll's inexcusable failure to comply with the Contract as set forth herein is a material breach of the Contract.

44. As a result of Defendant Power Poll's breach of the Contract as set forth herein, Plaintiff has been damaged by failing to receive the contractual benefits due under Section 5(B) of the Contract.

COUNT II- SEX DISCRIMINATION UNDER THE TENNESSEE HUMAN RIGHTS ACT

45. Plaintiff incorporates and restates all the allegations listed in preceding paragraphs of the Complaint above as if fully set forth herein.

46. Power Poll is an "employer" as defined by Tennessee Human Rights Act and at all relevant times had eight (8) or more employees.

47. The sex discrimination endured by Plaintiff constituted discriminatory practices as defined in the Tennessee Human Rights Act as provided in T.C.A. § 4-21-102 and T.C.A. § 4-21-401.

48. The sex discrimination due to Plaintiff's sex violates the Tennessee Human Rights Act.

49. There was a proximate casual connection between the sex discrimination at Power Poll that Plaintiff suffered at her place of employment, associated with her female gender. The unwanted and unwelcomed sex discrimination suffered by Plaintiff at Power Poll affected the terms, conditions, and privileges of her employment solely based on her sex.

50. Defendant had full knowledge of the sex discrimination. Plaintiff informed Defendant Dobie that his comments and actions in preventing her from attending multiple meetings with investors were discriminatory and Defendant Dobie did nothing to address these issues or stop them from occurring.

51. The sex discrimination to which Plaintiff was subjected constituted a grossly, unreasonable, abusive, and offensive work-related environment. This adversely affected Plaintiff's ability to do her job.

52. Power Poll did not take steps to sufficiently control or stop the sex discrimination.

53. Plaintiff is entitled to compensatory damages including interest, punitive damages, damages for humiliation and embarrassment and the mental injury proximately caused by the sex discrimination at Power Poll. The actions of Defendant Power Poll have caused Plaintiff severe emotional injury. Further, under the Tennessee Human Rights Act Plaintiff is entitled to attorney's fees and costs for this litigation.

COUNT III – FRAUDULENT INDUCEMENT

54. Plaintiff incorporates and restates all the allegations listed in preceding paragraphs of the Complaint above as if fully set forth herein.

55. Defendant Dobie knowingly provided false and deceptive statements to Plaintiff relating to Power Poll's financial health in an effort to get Plaintiff to accept Power Poll's offer of employment.

56. Upon information and belief, Defendant Dobie was the only individual with access to Power Poll's full financial information and funding commitments and thus, knew the statements he was making to Plaintiff were false and deceptive and he made them with the intent that Plaintiff would reply on such statements to accept the job offer.

57. Specifically, Defendant Dobie told Plaintiff that he had commitments from investors that would bring in hundreds of thousands of dollars to Power Poll and he was using SeedInvest, which according to Defendant Dobie, would raise \$250,000.00.

58. Defendant Dobie told Plaintiff he had plenty of sources to achieve both the \$500,000 financing goal which he committed to reaching in June of 2021 and the \$1M goal which would be reached in August of 2021 and even told Plaintiff specific investors' names who would be funding the company. Defendant Dobie told Plaintiff the Company's two largest customers would renew for 2022 even though one of them had informed him in June of 2021 they would not do so. Defendant Dobie continually assured Plaintiff he was willing to make all the changes necessary to "scale the company" and achieve the goal of being in 300 markets within 18 months.

59. In accepting the offer to join Power Poll, Plaintiff relied on these statements made by Defendant Dobie to her detriment.

60. By relying on these statements, Plaintiff accepted a position at a company that was doing very poorly, which is illustrated by the fact that the Defendant Dobie and Plaintiff agreed to end the employment because Power Poll did not have the assets to pay Plaintiff.

61. As a result of Defendant Dobie's false and misleading statements, Plaintiff sustained damages to which she is entitled to recover compensatory and punitive damages.

**COUNT IV – FALSE AND DECEPTIVE REPRESENTATIONS IN PROCURING
EMPLOYMENT**

62. Plaintiff incorporates and restates all the allegations listed in preceding paragraphs of the Complaint above as if fully set forth herein.

63. Pursuant to Tenn. Code Ann. § 50-1-102(1), Plaintiff is entitled to recover for damages sustained as a result of Defendant Dobie's false and deceptive statements as she was induced and influenced to accept a job offer in another state by Defendant Dobie's misrepresentations.

64. Plaintiff was literally brought into the State of Tennessee to work for Power Poll based on false and deceptive statements from Defendant Dobie.

65. Plaintiff incorporates and restates all the statements set forth in Paragraphs 12-15 as if fully set forth herein.

66. Based on these false and deceptive statements by Defendant Dobie, Plaintiff was deceived and misled into accepting employment in another state at Power Poll and is now entitled to actual damages and attorney's fees pursuant to Tenn. Code Ann. § 50-1-102(c)(1) & (2).

WHEREFORE, premises considered, Plaintiff prays:

1. That service of process issue and be served upon the Defendants requiring them to answer within the time required by law;

2. That Plaintiff be awarded all contractual damages to which she is entitled per her contract with Defendant Power Poll in an amount to be proven at trial;

3. That Plaintiff be awarded damages for back pay, front pay, compensatory damages, interest, damages for humiliation and embarrassment and other injuries proximately caused by the sex discrimination by Defendant Power Poll;

4. That Plaintiff also be awarded all compensatory and punitive damages available against Defendant Dobie for his actions as outlined in the Complaint constituting him making false and misleading statements causing significant harm to Plaintiff in an amount to be proven at trial;

5. That punitive damages be awarded in favor of Plaintiff against Defendant Dobie as allowed by Tennessee Law on account of his reckless and reprehensible conduct;

6. That Plaintiff be awarded attorney's fees, litigation expenses and costs for the prosecution of this claim as provided under Tennessee law specifically under the Tennessee Human Rights Act;

7. That a jury be assembled to try this cause; and

8. For any further and general relief to which Plaintiff may be entitled from this Court.

Respectfully submitted,

THE LAW OFFICES OF CHRISTOPHER EADS, PLLC

By: /s/ Christopher Eads

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Attorney for Plaintiff

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "Agreement") by and between POWER POLL, LLC (the "Company"), and JILL PETERS ("Peters") (collectively, the "Parties"), is effective as of the 29 of July, 2021 (the "Effective Date").

WHEREAS, the Company desires to employ Peters as Chief Revenue Officer upon execution of this Agreement until such time as it is mutually agreed that Peters shall become Chief Operating Officer;

WHEREAS, the Company and Peters desire to express the terms and conditions of Peters' employment in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment and Duties.**

A. **Position.** The Company shall employ Peters as Chief Revenue Officer.

B. **Duties.** Peters agrees to perform such functions and duties and furnish such services to the Company in connection with and related to the position of Chief Revenue Officer as are requested by the Chief Executive Officer and as are consistent with similar positions in like companies.

C. **Reporting.** Peters shall report directly to the Chief Executive Officer of the Company, Bruce Dobie.

D. **Devotion of Time.** Peters agrees to (i) devote all necessary working time required of the position of Chief Revenue Officer and/or Chief Operating Officer, (ii) devote her best efforts, skills, and energies to promote and advance the business and/or interests of the Company, and (iii) fully perform her obligations under this Agreement. During Peters' employment, Peters shall not render services to any other entity, regardless of whether Peters receives compensation, without the prior written consent of the Company, which should not be unreasonably withheld. Peters may, however, (i) engage in community, charitable, and educational activities, (ii) manage her personal investments, and (iii) with the prior written consent of the Company, which will not be unreasonably withheld, serve on corporate boards or committees, provided that such activities do not conflict or interfere with the performance of Peters' obligations under this Agreement or conflict with the interests of the Company.

E. **Company Policies.** Peters agrees to comply with the policies and procedures of the Company as may be adopted and changed from time to time, including those described in the Company's Employee Handbook, if and when written, subject to applicable local, state and federal laws. If this Agreement conflicts with such policies or procedures, this Agreement will control.

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EXHIBIT

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F. **Fiduciary Duties.** As an officer of the Company, Peters owes a duty of care and loyalty to the Company, as well as a duty to perform her duties in a manner that is in the best interests of the Company.

2. **Term.** The term of this Agreement shall be for a period of one (1) year, beginning on the Effective Date and ending on the first anniversary of the Effective Date (the "Employment Period"). Upon expiration of the Employment Period and each anniversary thereof, this Agreement will automatically renew for a one-year period (each a "Renewal Period"), unless either Party notifies the other Party, in writing, at least sixty (60) days prior to the end of the Employment Period or the then applicable Renewal Period that the Agreement will not be renewed. If this Agreement is renewed in accordance with this Section, each Renewal Period shall be included in the definition of "Employment Period" for purposes of this Agreement. If this Agreement is not renewed in accordance with this Section, Peters' employment will terminate, subject to all other conditions being satisfied by and between Peters and Company. Company agrees to reimburse Peters for attorneys' fees in connection with each subsequent contract renewal, which does not include automatic renewals, in the amount of \$2,500.00.

3. **Compensation.**

A. **Base Salary.** During year one of the Employment Period, the Company will pay Peters an annual base salary ("Base Salary") of \$250,000.00, less applicable withholdings, in accordance with the Company's normal payroll practices. Peters' Base Salary may be increased annually at the discretion of the Chief Executive Officer, and in consultation with the Compensation Committee of the Board (the "Committee"), if and when a Committee is established, and will be based upon Peters' performance and the Company's performance. The parties agree to meet a least sixty (60) days before the expiration period to review performance metrics and salary/benefit adjustments, if any.

B. **Bonus/Commission.** During the Employment Period, Peters will receive an annual bonus and/or monthly/quarterly target commission. Peters' commission will be 10% of each sold and collected transaction. The Bonus/Commission plan will be effective day one of employment. The Bonus/Commission will be subject to all applicable withholdings and will be paid as set forth in the terms of any Bonus/Commission grant or, if not specified, at the first payroll following completion of the quarter in which Bonus/Commission is earned. In the event of termination and/or separation of Peters' employment, the Bonus/Commission or any portion thereof earned in accordance with the terms of any such Bonus/Commission grant shall be paid for a period of six (6) months after termination of the Employment Period.

C. **Profits Interests.** Upon the beginning of Peters' employment, Peters will be awarded such number of Class C Membership Interests in the Company as equal five percent (5%) of any all Membership Interests then outstanding, with such Class C Membership Interests (i) to be "profits interests" entitled to share in any appreciation in the Company above its current value of \$3,500,000, (ii) to be subject to the terms and conditions of the Company's Second Amended and Restated Operating Agreement, dated February 15, 2021, as amended from time to time (the "Operating Agreement"), and (iii)

to vest immediately. With respect to future grants, the number of profits interests to be awarded, the vesting period, and the threshold price per unit shall be as determined by the Chief Executive Officer. In exchange for any profits interests to be awarded hereunder, Peters shall be required to execute a Joinder to the Company's Operating Agreement.

D. **Benefit Plans.** During the Employment Period, Peters is eligible to participate in all benefit, pension, savings, life, disability, welfare and other plans or arrangements in effect for executives and employees of the Company, subject to the terms and conditions of such plans.

E. **Paid Time Off.** Company will provide Peters with vacation and other time off in accordance with Company Policy and as further specifically approved by the CEO.

F. **Executive Benefits.** During the Employment Period, Peters will be entitled to receive all other fringe benefits currently available or established in the future to executives of the Company such as car allowance, clubs, gas, tolls, credit card annual fees, LinkedIn, airport parking, cell phone & home internet services and other membership fees and travel upgrades, if any.

G. **Business Expenses.** During the Employment Period, the Company will reimburse Peters for all approved business expenses incurred by Peters in the performance of her duties under this Agreement in accordance with the policies and procedures of the Company. Reimbursements will be made within fifteen (15) days from receipt of reimbursement.

H. **D&O Insurance.** The Company will maintain a minimum of One Million Dollars of Directors & Officers/Employment Practices Liability Insurance.

4. **Termination.** This Agreement may be terminated by any of the following events:

A. Non-renewal of the Employment Period pursuant to Section 2.

B. Mutual written agreement between Peters and the Company.

C. Death.

D. Disability which renders Peters unable to perform the essential functions of the job even with reasonable accommodation subject to the Americans With Disabilities Act and Rehabilitation Act, as well as any state disability law requirements.

E. For Cause, which shall mean a termination by the Company, upon the action of the Board, because of any one of the following events:

(i) Material breach of this Agreement;

(ii) Any act or omission by Peters which materially injures, or is likely to materially injure, the Company or the business reputation of the Company;

(iii) Dishonesty, fraud, malfeasance, or gross misconduct in the performance of Peters duties hereunder;

(iv) Failure to (a) perform the duties under this Agreement, (b) follow the reasonable direction of the Company, (c) abide by the policies, procedures, and rules of the Company, or (d) abide by laws applicable to Peters in her capacity as an employee, executive, or officer of the Company; or

(v) Conviction, felony or crime involving moral turpitude.

F. Termination by the Company without Cause, which shall mean any termination of employment by the Company which is not defined in sub-section E(i) – E(v) above or by non-renewal pursuant to Section 2.

5. **Company's Post-Termination Obligations**

A. If this Agreement terminates for any of the reasons set forth above or as a result of Peters' voluntary termination, the Company agrees to pay Peters (i) all accrued but unpaid wages through the termination date of her employment; (ii) all accrued but unpaid Bonuses through the termination date of her employment; (iii) all approved, but unreimbursed, business expenses, provided that a valid request for reimbursement of business expenses is submitted in accordance with the Company's policies and submitted within fifteen (15) business days of Peters' termination date (collectively, the "Accrued Obligations").

B. If Peters and the Company agree to separate for any reason within the first 90 days of her employment, the Company agrees to pay Peters (i) separation payment equal to six (6) months of Peters' then current Base Salary, to be paid over the next six (6) months in accordance with the Company's standard payroll policy and (ii) reimbursement for Peters' payment of six (6) months of any COBRA continuation coverage premiums required for the coverage of Peters and any previously covered dependents under the Company's medical group health plan. If Peters and the Company agree to separate for any reason after the first 90 days of her employment, the Company agrees to pay Peters (i) separation payment equal to twelve (12) months of Peters' then current Base salary to be paid over the next twelve (12) months in accordance with the Company's standard payroll policy, and (ii) reimbursement for Peters' payment of twelve (12) months of any COBRA continuation coverage premiums required for the coverage of Peters and any previously covered dependents under the Company's medical group health plan. The Company's Post-Termination Obligations in Section 5(B) are specifically conditioned upon Peters signing a general release of the Company in form and substance suitable to the Company (the "Release").

C. In the event of the termination of Peters' employment for any reason (i) any and all unvested profits interests in the Company shall immediately terminate, but (ii) Peters shall be entitled to retain any profits interests, which have previously vested; provided, however, that, in the event Peters is terminated by the Company for Cause pursuant to Section 4(E), then the Company shall be entitled to repurchase any vested profits interests from Peters in accordance with the Company's Operating Agreement.

D. Notwithstanding any provision to the contrary within this Agreement, if within two (2) months before or one (1) year following a Change of Control, as defined in Section 8.9 of the Second Amended and Restated Operating Agreement of Power Poll, LLC (effective February 15, 2021)(the "Operating Agreement") Peters voluntarily terminates her employment or the Company terminates her employment without Cause, as defined in Section 4(E) above, then any such termination will be treated as "agreed to" for purposes of the application of Section 5(B) above. In addition, any outstanding membership interests, or options for same, shall immediately vest and be treated under this Agreement and the Operating Agreement the same as any other vested membership interest.

6. **Peters' Post-Separation Obligations.**

A. **Return of Materials.** Upon separation of Peters' employment for any reason, Peters will return to the Company all of the Company's property, including, but not limited to, keys, passcards, credit cards, customer lists, rolodexes, tapes, software, computer files, marketing and sales materials, and any other property, record, document or piece of equipment belonging to the Company.

B. **Set-Off.** If Peters has any outstanding obligations to the Company upon the separation of her employment for any reason, Peters hereby authorizes the Company to deduct any amounts owed to the Company from Peters' final paycheck and/or any amounts that would otherwise be due to Peters, including under Sections 5 or 6 above.

C. **Restrictive Covenants.** Peters acknowledges that the restrictions contained in this Section 6 are reasonable and necessary to protect the legitimate business interests of the Company, and will not impair or infringe upon Peters right to work or earn a living after Peters' employment with the Company ends.

(i) **Trade Secrets and Confidential Information.** Peters represents and warrants that: (a) Peters is not subject to any legal or contractual duty or agreement that would prevent or prohibit Peters from performing the duties contemplated by this Agreement or otherwise complying with this Agreement, and (b) Peters is not in breach of any legal or contractual duty or agreement, including any agreement concerning trade secrets or confidential information owned to any other party.

Peters further agrees that she will not: (a) use, disclose, or reverse engineer the Trade Secrets, as defined under Tennessee law, or Confidential Information, as

defined below, of the Company for any purpose other than the advancement and benefit of Company's business, except as otherwise authorized in writing by the Company; (b) during her employment with the Company, use, disclose, or reverse engineer (1) any confidential information or trade secrets of any former employer or third party, or (2) any works of authorship developed in whole or in part by Peters during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (c) upon Peters' resignation or termination retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form), which are in Peters' possession or control, or destroy, delete, or alter the Trade Secrets or Confidential Information without the Company's written consent.

The obligations under this Section 6 shall remain in effect as long as the information constitutes a Trade Secret or Confidential Information under applicable law. The confidentiality, property, and proprietary rights protections available in this Agreement are in addition to, and not exclusive of, any and all other rights to which the Company is entitled under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties.

For purposes of this Agreement "Confidential Information" shall mean any intellectual property, prototypes, trade secrets, inventions, disclosures, designs, programs, plans, models, clients, referral sources, target clients or recruits, vendors, marketing studies, strategic plans, financial information (including profit and cost data), pricing, process descriptions, product listings, employee data or information, and all other written (or other forms of media) or oral information which the Company deems to be confidential of which Peters has direct personal knowledge.

(ii) **Non-Solicitation of Employees.** During her employment and the six (6) months following separation of her employment from the Company, Peters will not, directly or indirectly, solicit, recruit or induce any Employee to (a) terminate, decrease, or change his, her or its relationship with the Company or (b) work for, or provide services to, any other person or entity engaged in a business, which is competitive with the Company.

7. **Mutual Non-Disparagement.** The Parties and their principals and attorneys agree to refrain from directly or indirectly making any written, verbal, or other communication of any nature whether public or private, that disparages or is intended to disparage the other Party or the other Party's products, services, employees, officers or directors, or is intended to, adversely affect the reputation or goodwill of the other Party.

8. **Ownership of Employee Inventions.** Peters agrees that the Company shall have sole and exclusive ownership rights in any work product, conception, ideas, invention, improvement, or know-how (whether or not patentable or otherwise registerable) arising out of, resulting from, or derivative of Peters' duties and services as an employee of Company or undertaken within the scope of Peters' duties hereunder (the "**Inventions**"). Any resulting or

derivative rights, including patent, trademark, service mark or other rights, shall be and become part of the Inventions and be and become the exclusive property of Company, and Company shall be exclusively entitled to the entire right, title and interest existing with respect hereto. In furtherance thereof, at Company's request and at Company's expense, Peters agrees to convey and assign to Company the entirety of Peters' right, title and interest, if any, in and to any Inventions. The provisions of this entire Section 0 shall survive any termination or expiration of this Agreement.

A. **Original Works.** Any copyrightable work (including, but not limited to, software code and applications), whether published or unpublished, created by Peters in connection with or during the performance of her duties or services hereunder (the "**Copyrights**") shall be considered a work made for hire to the fullest extent permitted by law, and all right, title and interest therein, including the worldwide copyrights, shall be the sole and exclusive property of Company as Company and party specially commissioning such work. In the event that any such Copyrights or portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held, Peters agrees, at Company's expense, to properly convey to Company Peters' entire right, title and interest in and to such Copyrights or portion thereof, including but not limited to the worldwide copyrights, extensions of such copyrights, and renewal copyrights therein, and further including all rights to reproduce the copyrighted work, to prepare derivative works based on the copyrighted work, to distribute copies of the copyrighted work, to display the copyrighted work, and to register the claim of copyright therein and to execute any and all documents with respect hereto.

B. **Employee Assistance.** Peters agrees (x) to disclose to Company in writing any matters created or authored by her which are, or are intended to be, the property of Company pursuant to the provisions of this Section 0; (y) to assign to Company without additional compensation all of Peters' rights, if any, therein; and (z) to execute and deliver to Company (at Company's expense) such applications, assignments and other documents as Company may reasonably request in order to apply for and obtain patents, copyrights, or other registrations with respect thereto.

9. **Litigation and Regulatory Cooperation.** During and following the Employment Period, Peters shall reasonably cooperate with the Company in the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while Peters was employed by the Company; provided, however, such cooperation following the Employment Period does not unreasonably interfere with Peters employment or other professional commitments and Peters is reasonably reimbursed for any time expended and expenses incurred by Peters in respect thereof. Peters' full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. Such cooperation shall include cooperating, during and following the Employment Period, with the Company in connection with any examination or review of any federal, state or local regulatory authority as any such examination or review relates to events or occurrences that transpired while Peters was employed by the Company.

10. **Payment of Defense Costs.** If Peters is individually named as a defendant in a lawsuit relating to or arising out of the performance of her duties for the Company pursuant to this Agreement or her employment by the Company, then the Company agrees to pay the reasonable attorneys' fees and expenses Peters incurs in defending such lawsuit with attorneys of the Company's choosing (the "Defense Costs"). The Company will not pay any damages or any other sums or relief for which Peters is held liable as a result of acting beyond the scope of her employment, and Peters will be required to reimburse the Company for any Defense Costs related thereto. Payment of the Defense Costs shall be the Company's only obligation under this Section. The Company's obligation under this Section shall not apply to any claim or lawsuit brought by the Company against Peters; provided that the terms of any Separation & Release Agreement shall apply.

11. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

12. **Waiver.** Either Party's failure to enforce any provision of this Agreement shall not act as a waiver of that or any other provision. Either Party's waiver of any breach of this Agreement shall not act as a waiver of any other breach.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties relating to the subject matter of this Agreement. Other than terms of this Agreement, no other representation, promise or agreement has been made with Peters to cause Peters to sign this Agreement.

14. **Amendments.** This Agreement may not be amended or modified except in writing signed by both Parties.

15. **Successors and Assigns.** This Agreement shall be assignable to, and shall inure to the benefit of, the Company's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of the Company's stock or assets, and shall be binding upon Peters. Peters shall not have the right to assign her rights or obligations under this Agreement. The covenants contained in Section 6 of this Agreement shall survive cessation of Peters' employment with the Company, regardless of who causes the cessation or the reason for cessation.

16. **Governing Law.** The laws of the State of Tennessee shall govern this Agreement. If Tennessee's conflict of law rules would apply another state's laws, the Parties agree that Tennessee law shall still govern.

17. **Notice.** Whenever any notice is required, it shall be given in writing addressed as follows:

To Company: Power Poll, LLC
110 29th Avenue North, Suite 304
Nashville, TN 37203
Attention: Bruce Dobic, CEO

To Executive: Jill Peters

Notice shall be deemed given and effective (i) upon delivery if delivered by hand, (ii) the next business day if sent for next day delivery by a prepaid overnight courier service, and (iii) three (3) days after the deposit in the U.S. mail of a writing addressed as above and sent first class mail, certified, return receipt requested. Either Party may change the address to which notices shall be delivered or mailed by notifying the other party of such change in accordance with this Section.

18. **Consent to Jurisdiction and Venue.** Peters agrees that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in Nashville, Tennessee. Peters consents to the personal jurisdiction of the state and/or federal courts located in Nashville, Tennessee. Peters waives (i) any objection to jurisdiction or venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

19. **AFFIRMATION.** PETERS ACKNOWLEDGES THAT SHE HAS CAREFULLY READ THIS AGREEMENT, PETERS KNOWS AND UNDERSTANDS ITS TERMS AND CONDITIONS, AND SHE HAS HAD THE OPPORTUNITY TO ASK THE COMPANY ANY QUESTIONS YOU MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

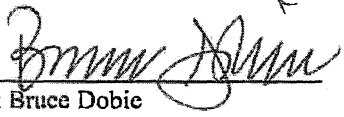
20. **Compliance with Code §409A.** It is intended that payments under this Agreement shall be exempt from or in compliance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement shall be interpreted and construed and shall be performed by the parties consistent with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Peters on account of non-compliance with Section 409A.

21. **Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed to constitute but a single document. Execution of this Agreement may be evidenced by facsimile or electronic (in .pdf format) signatures, which will be deemed an original for any and all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

POWER POLL, LLC

JILL PETERS

By: 
Name: Bruce Dobie
Title: CEO

