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Attorney for Plaintiff  
*PANACEA FINANCIAL*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

PANACEA FINANCIAL,  
  
Plaintiff,  
  
v.  
  
TALLIED TECHNOLOGIES, INC.  
  
Defendant.

Case No.  
**PLAINTIFF PANACEA FINANCIAL'S  
VERIFIED COMPLAINT**  
  
**1. BREACH OF CONTRACT**  
**2. UNJUST ENRICHMENT**  
**3. VIOLATION OF DELAWARE'S  
UNIFORM TRADE SECRETS ACT**  
**4. MISAPPROPRIATION/CONVERSION  
OF CONFIDENTIAL INFORMATION**  
**5. TORTIOUS INTERFERENCE WITH  
PROSPECTIVE BUSINESS  
RELATIONSHIPS**  
**6. UNFAIR COMPETITION**  
**DEMAND FOR JURY TRIAL**

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1 Plaintiff Panacea Financial, a division of Primis Bank (“**Panacea**”), by and  
2 through its undersigned counsel, alleges in support of its Verified Complaint against  
3 Tallied Technologies, Inc. (“**Tallied**”) the following:

4 **INTRODUCTION**

5 1. This case is about a nascent credit card processing company, Tallied,  
6 misappropriating valuable confidential information from Panacea in breach of the  
7 parties’ mutual non-disclosure agreement (“MNDA”) to usurp a lucrative, multi-  
8 million dollar opportunity to serve as partner and issuer of a branded credit card  
9 program for the American Dental Association (“ADA”).

10 2. Tallied misappropriated Panacea’s confidential information to  
11 undermine and doom Panacea’s bid to serve as the ADA’s partner on its credit card  
12 program.

13 3. In violation of the MNDA and its other representations, Tallied  
14 repeatedly claimed it wanted to “partner with Panacea” on bidding for the ADA credit  
15 card program—an opportunity Tallied learned of only through Panacea and only after  
16 the MNDA was executed. In reality, Tallied was preparing—unbeknownst to  
17 Panacea—its own independent bid utilizing confidential information stolen from  
18 Panacea.

19 4. Tallied refuses to acknowledge responsibility for its breach of the  
20 MNDA and damages caused to Panacea. In response to pre-suit correspondence by  
21 Panacea inviting a discussion to potentially resolve this matter, Tallied incredibly  
22 claimed it was under no confidentiality obligation when it covertly submitted its own  
23 bid, and further falsely suggested it learned of the ADA opportunity without utilizing  
24 confidential information provided by Panacea.

25 5. Tallied’s assertions are false. In reality, Tallied would neither have  
26 known of the ADA opportunity, nor how to respond or what price to bid, without  
27 valuable, confidential information about the ADA program that it received from  
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1 Panacea and was legally obligated to protect—not misuse for Tallied’s own benefit.

2 6. Tallied’s unlawful activities have undermined Panacea’s pre-existing  
3 business relationship with the ADA and directly caused it to miss out on the lucrative  
4 credit card program partnership.

5 7. Tallied’s conduct gives rise to claims for breach of contract, unjust  
6 enrichment, tortious interference, and unfair competition for the significant damages  
7 caused to Panacea.

8 **THE PARTIES**

9 8. Panacea Financial is a division of Primis Bank, a state-chartered bank  
10 organized under Virginia law with a principal place of business located at 10900  
11 Nuckols Road, Suite 326, Glen Allen, Virginia.

12 9. Panacea offers a full range of financial services solutions aimed  
13 primarily at doctors and medical providers.

14 10. Tallied is a Delaware Corporation with a principal place of business in  
15 San Ramon, California.

16 11. Tallied is engaged in the business of, among other things, offering  
17 payment processing solutions for credit card issuers.

18 12. Tallied was founded in or around 2022 by Sunil Singh. Tallied has no  
19 expertise or experience in building large-scale credit card programs.

20 **JURISDICTION AND VENUE**

21 13. Jurisdiction is proper under 28 U.S.C. § 1332(a)(1) because this case is  
22 between citizens of different states and the matter in controversy exceeds the sum or  
23 value of \$75,000, exclusive of interests and costs.

24 14. Venue is proper under 28 U.S.C. § 1391(b)(1) because Tallied resides in  
25 this District and because the parties’ MNDA, attached hereto as **Exhibit A**, designates  
26 as proper venue the state and federal courts in which Tallied’s principal place of  
27 business is located.

28

**FACTUAL BACKGROUND**

***Panacea’s Business and Pre-Existing Partnership with the ADA***

15. Panacea was created by doctors, for doctors. The idea for Panacea was born out of a badly unmet need: for doctors and doctors-in-training to have a financial services company designed specifically for them and built by a team that understands them.

16. Panacea’s mission is to make doctors’ lives better by providing medical providers easier and simpler access to banking, capital, and financing solutions.

17. Combining strong expertise in medicine and financial services, the Panacea team is passionate about building a company that’s built specifically for doctors at every phase of life and career.

18. Since its formation, consistent with Panacea’s business strategy and brand, Panacea has developed strong relationships and entered into affinity partnerships with numerous medical trade associations including the American Student Dental Association, Texas Medical Association and Florida Medical Association, among others, and in January of 2024, with the American Dental Association or ADA.

19. Panacea’s partnership with the ADA is memorialized in a January 2024 services agreement that appoints Panacea as the exclusive financial services company to establish and maintain an affinity program for ADA members for various financial services products and services.

20. Panacea used its own confidential know-how, strategy, pricing and business development process to obtain the ADA appointment.

21. As a direct result of Panacea’s partnership with the ADA, Panacea gained intimate, non-public, confidential, and valuable knowledge regarding the ADA’s membership, financial structure, its preferences for services/products, and business opportunities.

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1 ***Panacea Learns of an Exciting, Confidential Opportunity To Expand Its***  
2 ***Financial Services Offerings and Partnership with the ADA***

3 22. As noted, in the course of Panacea’s affinity partnership with the ADA,  
4 Panacea gained valuable information about future business opportunities to expand  
5 its relationship with the ADA.

6 23. One such opportunity Panacea learned of from the ADA in 2024 was a  
7 confidential opportunity to bid on the purchase of a portfolio of ~10,000 existing  
8 credit cards issued by U.S. Bank to ADA members, and to co-brand newly issued  
9 consumer and small business credit cards with the ADA.

10 24. From the outset, the ADA viewed Panacea as a suitable and highly  
11 desirable bidder for the credit card portfolio given the parties’ existing collaboration  
12 on an affinity program and Panacea’s unique strategy designed to meet the ADA’s  
13 needs.

14 25. Even prior to its issuance of a confidential request for proposal or “RFP,”  
15 the ADA held discussions with Panacea notifying it that the ADA was looking to  
16 obtain bids on a new credit card partner.

17 26. Panacea obtained valuable, non-public, confidential information  
18 regarding the projected program scope and some of the ADA’s desired characteristics  
19 for the program and a go-forward partner, including as it related to pricing,  
20 conversion, timeline, and technological specifications.

21 ***Panacea is Introduced to Tallied, and The Parties Execute a Mutual Non-***  
22 ***Disclosure Agreement to Explore a Potential Business Collaboration***

23 27. Panacea began preparing for the forthcoming RFP in early 2024.  
24 Recognizing that it would need to partner with a credit card processing company for  
25 the forthcoming ADA opportunity, and generally looking for a company to assist with  
26 credit card needs, Panacea’s leadership team obtained an introduction to Tallied in or  
27 around February 8, 2024 through a mutual contact.  
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1 28. Tallied is startup credit card processor that was founded in 2022.

2 29. While unknown to Panacea at the time of the parties’ introduction,  
3 Tallied had approximately two hundred consumer cards and no business cards on their  
4 platform.

5 30. Tallied also did not have any sort of pre-existing business relationship or  
6 even contact with the ADA.

7 31. Prior to any substantive discussions being held on the ADA program or  
8 any other business collaboration, the parties’ executed the MNDA in February 2024  
9 (Ex. A hereto), which was drafted by Tallied using, on information and belief, its form  
10 of MNDA.

11 32. The MNDA’s stated purpose is to “protect the confidentiality of certain  
12 confidential information of [Tallied] or of [Panacea] to be disclosed under this  
13 Agreement *solely for use in evaluating or pursuing a business relationship between*  
14 *the parties* (“Permitted Use”).” (emphasis added) (MNDA, p. 1). Further, “[n]either  
15 Receiving Party will make, have made, use or sell for any purpose any product or  
16 other item using, incorporating or derived from any Confidential Information of the  
17 Disclosing Party.” (MNDA at ¶ 7).

18 33. The MNDA defines Confidential Information to include  
19 any and all technical and non-technical information disclosed by  
20 such Party (Disclosing Party) to the other Party (Receiving Party)  
21 which may include without limitation . . . trade secrets; proprietary  
22 and confidential information; ideas; techniques; models; know-  
23 how; processes; formulae related to the current future and  
24 proposed products and services of each of the Parties, such as  
25 information concerning research . . . development . . . financial  
26 information . . . procurement requirements, purchasing,  
27 manufacturing, customer lists, investors, employees, business and  
28 contractual relationships, business forecasts, sales and  
merchandising, and marketing plans . . . [and] all other  
information that the Receiving Party knew, or reasonably should  
have known, was the Confidential Information of the Disclosing  
Party.

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1 (MNDA ¶ 1).

2 34. The MNDA provides narrow exceptions relieving a party of its  
3 confidentiality obligations if it can demonstrate, “with competent evidence”: (a)  
4 Confidential Information was in the public domain at the time it was received; (b)  
5 entered the public domain after disclosure by a third-party; (c) was in its possession  
6 free of any obligation of confidence when disclosed; (d) rightfully communicated to  
7 it when disclosed free of any obligation of confidence; or (e) developed by the  
8 receiving party’s employees or agents who did not have access to Confidential  
9 Information. *See generally* (MNDA ¶ 3).

10 35. The MNDA’s obligations terminate within 30 days of written notice of  
11 termination of the MNDA, or five years after the Effective Date of February 12, 2024.  
12 (MNDA ¶ 9).

13 36. The MNDA is governed by Delaware law. (MNDA ¶ 11).

14 37. Relying on the MNDA, Panacea Shares, and Tallied Receives, Valuable  
15 Confidential Information from Panacea About the ADA Credit Card Opportunity

16 38. After execution of the MNDA, Tallied and Panacea began a series of  
17 confidential discussions on collaborating to create a branded commercial credit card  
18 program offering for Panacea customers, including the ADA.

19 39. In the course of these discussions, and relying on the MNDA, Panacea  
20 disclosed significant and valuable Confidential Information to Tallied.

21 40. Tallied’s CEO, Sunil Singh, acknowledged early on in his  
22 communications with Panacea that the Panacea team’s sharing of Confidential  
23 Information, including confidential feedback on Tallied’s existing commercial  
24 proposals, was highly valuable.

25 41. At the same time, Tallied and Mr. Singh continually expressed their  
26 interest in working with Panacea to build a credit card portfolio with Panacea,  
27 including the ADA portfolio.  
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1 42. As of the execution of the MNDA, Tallied had approximately two  
2 hundred consumer credit cards for which it served as processor, and no business card  
3 programs.

4 43. Tallied lacked the knowledge, personnel, expertise, and contacts to bid  
5 on or scale a large credit card portfolio such as the ADA program on its own.

6 44. Between March and May of 2024, the parties engaged in continual,  
7 detailed discussions on a possible collaboration.

8 45. Among the Confidential Information shared by Panacea with Tallied  
9 during this time, in anticipation of a collaboration on the ADA credit card program  
10 was: (i) that the ADA and its existing credit card partner were confidentially  
11 contemplating a divestiture of the ADA-branded credit card portfolio; (ii) the  
12 anticipated timing of the RFP process; (iii) proposals concerning the ADA's credit  
13 card program construct, rewards structure, acquisition strategy, and partnership  
14 drivers; and (iv) Panacea's anticipated pricing and cost of funding in response to the  
15 RFP.

16 46. Panacea openly told Tallied in May of 2024 it was examining other credit  
17 card processing partners but had narrowed its proposed processing partner down to  
18 Tallied and one other option.

19 47. In late May of 2024, Panacea provided further, confidential, and detailed  
20 feedback on Tallied's pricing model, including as to the economic model on  
21 interchange fees that would be required to share with the ADA for its existing credit  
22 card portfolio.

23 48. Tallied did not originally include any such interchange share in the  
24 models sent to Panacea.

25 49. Around the same time, Panacea continued to receive positive feedback  
26 from the ADA on its proposed sponsorship for business and consumer credit cards for  
27 the ADA's ~170,000 members.  
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1           50.     On February 22, 2024, Tallied told Panacea that Tallied was “excited to  
2 partner together on building and scaling a strong commercial/Business credit card  
3 program for Doctors/Medical professions on the Panacea platform!”

4           51.     On May 24, 2024, Tallied told Panacea that “[w]e are excited about this  
5 partnership in launching the Panacea credit program and the massive ADA  
6 opportunity to build and scale together.”

7           52.     In fact, the estimated top-line revenue opportunity associated with the  
8 ADA credit card program is in the tens of millions of dollars.

9           53.     Shortly thereafter, again in reliance on the parties’ MNDA and Tallied’s  
10 repeated statement that it considered Panacea to be its partner, Panacea introduced  
11 Tallied to Summit Path Partners, the consultant engaged by the ADA to administer  
12 and manage the RFP process for the credit card program.

13           54.     That introduction allowed Tallied to gain additional, non-public and  
14 confidential insight into the individuals managing the ADA’s RFP process and its  
15 logistics, the ADA’s expectations, and additional key pricing metrics.

16           55.     Although Tallied has claimed it already “knew” Summit Path, and had  
17 “met one of their partners a while back”, until Panacea disclosed the opportunity,  
18 Tallied was completely unaware of the ADA’s intention to open for a bid partnership  
19 on its existing credit card portfolio.

20           56.     Following that call with Summit Path, Panacea continued to try to work  
21 with Tallied to provide additional Confidential Information on Tallied’s offerings and  
22 what Panacea knew the ADA would look for in any bidder related to rewards, credit  
23 lines, accounting integration and conversion experience.

24           57.     Following Tallied and Panacea’s call with Summit Path, Summit Path,  
25 on behalf of the ADA, indicated they were not inclined to select a nascent and  
26 unproven processing platform like Tallied, essentially informing Panacea that it  
27 should move in a different direction in connection with its anticipated bid.  
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1 58. Panacea accordingly informed Tallied in early June of 2024 that it was  
2 going to continue vetting processors, including seeking a more experienced processor  
3 to partner with for the ADA program.

4 ***Tallied Undercuts and Undermines Panacea to Steal the ADA Credit Card***  
5 ***Program Opportunity***

6 59. On June 14, 2024, the ADA issued its formal RFP for a co-branded  
7 consumer and small business card program between the American Dental  
8 Association, its subsidiary ADA Business Enterprises Inc. (ADABEI) and the  
9 selected bank issuer offered to dentists, dental students, practice owners, practice  
10 employees, retired dentists, dental school faculty and dentist members in the armed  
11 forces in the United States.

12 60. As anticipated, the RFP included an opportunity to purchase the ADA’s  
13 existing portfolio of cards from US Bank.

14 61. On information and belief, the confidential RFP was provided to a small  
15 number of potential bidders. Panacea received the confidential RFP pursuant to a  
16 previously executed non-disclosure agreement with the ADA, and the ADA stated  
17 that the RFP itself was to be treated as confidential.

18 62. On July 1, 2024, Tallied contacted Panacea and nebulously told Panacea  
19 that it was “obviously” “in the loop on the ADA RFP” and expressed that it still  
20 wanted to partner with Panacea.

21 63. At no point did Tallied disclose that it was considering an independent  
22 bid, had discussed an independent bid with Summit Path and/or the ADA, or that it  
23 had, in fact, submitted a bid. Indeed, Tallied was only “in the loop” on the RFP  
24 because of Confidential Information shared by Panacea.

25 64. On July 29, 2024, Panacea submitted its response to the RFP and  
26 received feedback from the ADA indicating that it was the lowest bidder.

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1 65. Although Tallied repeatedly told Panacea that it considered Panacea to  
2 be its partner, Panacea recently discovered that Tallied submitted its own proposal on  
3 July 19, 2024.

4 66. Tallied never told Panacea that it had made an independent proposal.

5 67. Tallied neither would have known about the ADA RFP, nor have been  
6 in a position to submit a competitive response, without actually or inevitably relying  
7 on Confidential Information shared by Panacea.

8 68. Panacea would never have shared Confidential Information about the  
9 RFP and its strategy for responding to RFP if it had known that Tallied would use the  
10 information it received from Panacea to submit its own response to the RFP.

11 69. On August 5, 2024, two weeks after submitting its own proposal, Tallied  
12 wrote to Panacea purporting to follow up on its prior desire to partner on the ADA  
13 program.

14 70. The next day, without knowing or being told that Tallied has already  
15 submitted its own bid, Panacea confidentially informed Tallied that it had responded  
16 to the RFP. In response, Tallied’s CEO again purported to claim he was interested in  
17 collaborating with Panacea and dishonestly asked to be notified if Tallied could “be  
18 of help.”

19 71. On August 29, 2024, Tallied’s CEO again initiated contact with Panacea  
20 and purported to “check in” to see if there was “any further progress/update on the  
21 ADA deal” and claimed Tallied remain interested in “support[ing] Panacea in  
22 standing up the program and conversion.”

23 72. In response, Panacea told Tallied it was still waiting to hear back from  
24 the ADA but the ADA had expressed concerns about using Tallied given its lack of  
25 business card or conversion experience. Panacea also definitively informed Tallied it  
26 would not be able to move forward with Tallied as a credit card processor due to  
27 Summit Path and the ADA's concerns around Tallied’s credibility.  
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1 73. Around the same time, the ADA repeatedly asked Panacea if it could  
2 aggressively bid on pricing and interchange fees because there was now an  
3 “anonymous” low bidder.

4 74. Given the ADA’s comments, on information and belief, Tallied used  
5 Confidential Information Panacea shared with it about its own proposed pricing to  
6 undercut and undermine Panacea’s ability to win the RFP.

7 75. On or around January 14, 2025, Panacea was informed by the ADA that  
8 the winning bidder on the credit card RFP was the lowest bidder, which the ADA did  
9 not identify.

10 76. In this context, the “lowest” bidder referred to an offer to the ADA for  
11 the highest percentage revenue share on interchange or transaction fees associated  
12 with each credit card transaction that is processed using an ADA branded credit card.

13 77. Tallied used the pricing information it obtained from Panacea to  
14 undercut Panacea even though Tallied, until receiving information from Panacea, did  
15 not even include a revenue share with the ADA in a rudimentary pricing model it  
16 shared with Panacea.

17 78. Panacea recently learned from Tallied that it has or soon intends to enter  
18 into a definitive agreement whereunder Tallied was selected as the credit card partner  
19 for a co-branded credit card, and to purchase the ADA’s existing ~10,000 credit cards.

20 79. On February 21, 2025, Panacea informed Tallied that its ruse has been  
21 discovered and told Tallied that unless the matter could be amicably resolved, Panacea  
22 would have no choice but to file suit. Tallied quickly responded, denied any  
23 wrongdoing, and terminated the MNDA.

24 **COUNT I:**

25 **BREACH OF CONTRACT**

26 80. Plaintiff incorporates by reference all facts and allegations above as if  
27 set forth fully herein.  
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1 81. The MNDA is a valid and binding contract pursuant to which Tallied  
2 received valuable Confidential Information from Panacea for the sole purpose of  
3 pursuing a business collaboration between the parties, and not for competitive use by  
4 Tallied.

5 82. Panacea fulfilled its obligations under the MNDA at all times, and in  
6 reliance of the MNDA, provided Tallied with valuable Confidential Information.

7 83. Tallied, on the other hand, flagrantly breached the MNDA and utilized  
8 Panacea's Confidential Information for its own benefit and to harm Panacea by  
9 submitting, and undermining Panacea's bid to serve as the ADA's credit card partner.

10 84. Tallied's breach of the MNDA and its breach of the implied covenant of  
11 good faith and fair dealing has caused significant damages to Panacea in an amount  
12 to be proved at trial.

13 **COUNT II:**  
14 **UNJUST ENRICHMENT**

15 85. Plaintiff incorporates by reference all facts and allegations above as if  
16 set forth fully herein.

17 86. Tallied has benefited and been unjustly enriched by virtue of its wrongful  
18 and unlawful conduct, including its use of Panacea's Confidential Information to (1)  
19 obtain the ADA RFP and (2) undermine and undercut Panacea's ability to win the  
20 RFP.

21 87. The unjust enrichment has come at Panacea's expense by means of lost  
22 revenue, time and effort spent introducing Tallied to the ADA and losing the  
23 opportunity to expand Panacea's business relationship with the ADA.

24 88. Equity and fairness require that Tallied disgorge the full profits it stands  
25 to receive or has received as a result of its illicit conduct, and, at minimum, that it  
26 make immediate restitution and provide an accounting of its profits.

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**COUNT III:**

**VIOLATION OF DELAWARE UNIFORM TRADE SECRETS ACT**

89. Plaintiff incorporates by reference all facts and allegations above as if set forth fully herein.

90. Panacea has protectable proprietary interests in its Confidential Information, as defined under the MNDA and herein, concerning its pricing, business opportunities, and strategy, as described above.

91. By unlawfully converting and using Panacea’s Confidential Information, which includes information not generally known, for its own purposes and with utter disregard for the effect of such disclosure on Panacea, Tallied willfully and maliciously misappropriated Panacea’s protected Confidential Information and violated the Delaware Uniform Trade Secrets Act (“DUTSA”).

92. As a direct and proximate result of the actions of Tallied, Panacea is entitled to actual damages under DUTSA in an amount to be proven at trial.

93. As a result of Tallied’s intentional, willful and malicious actions, Panacea is entitled to recovery of exemplary damages and attorneys’ fees under DUTSA.

94. Panacea further requests that Tallied and its agents, servants, employees, attorneys, assigns, subsidiaries, and affiliates and all persons, entities, or corporations acting in concert with Tallied immediately return any and all Panacea property and any and all tangible manifestations of Panacea’s Confidential Information.

**COUNT IV:**

**COMMON LAW MISAPPROPRIATION/CONVERSION OF  
CONFIDENTIAL INFORMATION**

95. Plaintiff incorporates by reference all facts and allegations above as if set forth fully herein.

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1 96. Panacea has protectable proprietary interests in its Confidential  
2 Information, as defined under the MNDA and herein, concerning its pricing, business  
3 opportunities, and strategy, as described above.

4 97. By unlawfully converting or otherwise using Panacea’s Confidential  
5 Information for its own purposes and with utter disregard for the effect of such  
6 disclosure on Panacea, Tallied misappropriated Panacea’s protected Confidential  
7 Information.

8 98. As a direct and proximate result of the actions of Tallied, Panacea has  
9 been harmed and suffered actual, consequential and punitive damages in an amount  
10 to be proven at trial.

11 99. Panacea further requests that Tallied and its agents, servants, employees,  
12 attorneys, assigns, subsidiaries, and affiliates and all persons, entities, or corporations  
13 acting in concert with Tallied immediately return any and all Panacea property and  
14 any and all tangible manifestations of Panacea’s Confidential Information.

15 **COUNT V:**

16 **TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS**  
17 **RELATIONSHIPS**

18 100. Plaintiff incorporates by reference all facts and allegations above as if  
19 set forth fully herein.

20 101. Panacea had a prospective advantageous business relationship with the  
21 ADA given its existing partnership with the ADA.

22 102. Pursuant to the MNDA, Tallied knew of Panacea’s prospective business  
23 relationships with the ADA.

24 103. Tallied has tortiously and intentionally interfered with Panacea’s  
25 prospective business relationship with the ADA by feigning interest in entering into  
26 a business relationship with Panacea for the purpose of inducing Panacea to disclose  
27 its Confidential information about the ADA, the ADA’s RFP, and Panacea’s proposed  
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1 credit card offering.

2 104. Tallied acted in such a manner for its own benefit, without right or  
3 justification, and at the expense and to the detriment of Panacea. Tallied acted with  
4 the sole purpose of obtaining Panacea’s Confidential Information for its own benefit  
5 at the expense of Panacea’s legitimate interests, and used dishonest, unfair, and  
6 improper means to interfere with the prospective business relationships.

7 105. Panacea is entitled to an award of actual damages, consequential and  
8 reputational and damages, punitive damages and other injunctive or equitable and  
9 legal relief as a direct result of Tallied’s willful and malicious misconduct.

10 **COUNT VI:**

11 **UNFAIR COMPETITION**

12 106. Plaintiff incorporates by reference all facts and allegations above as if  
13 set forth fully herein.

14 107. As noted, Panacea had a reasonable expectancy of winning the ADA’s  
15 RFP for its credit card program, and expending its business relationship with the  
16 ADA.

17 108. Tallied wrongfully interfered with that opportunity for all of the reasons  
18 set forth above, thereby defeating Panacea’s legitimate expectancy and causing  
19 Panacea harm.

20 109. Panacea is entitled to an award of actual damages, punitive damages and  
21 other injunctive and equitable and legal relief as a direct result of Tallied’s  
22 misconduct.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE,** Plaintiff prays that the Court enter judgment against Tallied  
25 as follows:

- 26 A. Permanently enjoining the further misappropriation of Panacea’s  
27 Confidential Information;

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- 1 B. Requiring the forensic destruction of any wrongfully obtained
- 2 confidential, proprietary, or trade secret information belonging to
- 3 Panacea following the disposition of this case;
- 4 C. An award of direct and consequential damages caused by Tallied’s
- 5 wrongful conduct;
- 6 D. An award of exemplary and/or punitive damages;
- 7 E. An award of attorneys’ fees, costs and disbursements; and
- 8 F. For such other and further injunctive, declaratory, and equitable relief as
- 9 the Court deems just.

**JURY DEMAND**

Panacea hereby demands a trial by jury on all issues so triable.

13 Dated: April 9, 2025

**POLSINELLI LLP**

15 By: /s/ Garrick Vanderfin  
16 Garrick Vanderfin

17 *Attorney for Plaintiff*  
18 *PANACEA FINANCIAL*

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310.556.1801

**VERIFICATION**

I, Elizabeth Karson, declare that I have read and know the contents of the foregoing Verified Complaint, and as to the factual allegations contained therein, believe them to be true and correct to the best of my knowledge information and belief, which is formed by personal knowledge and/or the business records of Plaintiff. I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 9, 2025

/s/ Elizabeth Karson  
Elizabeth Karson

Polsinelli LLP  
2049 Century Park East, Suite 2900  
Los Angeles, CA 90067  
310.556.1801

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