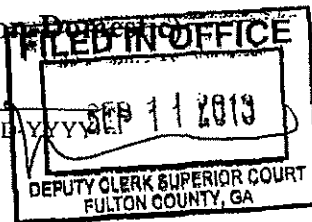


**EXHIBIT A**

3

**General Civil Case Filing Information Form** (Not to be used for cases filed in the County of DeKalb)



**Court**  
 Superior  
 State

**County** FULTON

**Date Filed**

**Docket #** 2013CV23637

MM-DD-YY

**Plaintiff(s)**

PUTTERS CHARLES A  
 Last First Middle I. Suffix Prefix Maiden

\_\_\_\_\_  
 Last First Middle I. Suffix Prefix Maiden

\_\_\_\_\_  
 Last First Middle I. Suffix Prefix Maiden

\_\_\_\_\_  
 Last First Middle I. Suffix Prefix Maiden

**No. of Plaintiffs** 1

**Defendant(s)**

RMAX OPERATING, LLC  
 Last First Middle I. Suffix Prefix Maiden

\_\_\_\_\_  
 Last First Middle I. Suffix Prefix Maiden

\_\_\_\_\_  
 Last First Middle I. Suffix Prefix Maiden

\_\_\_\_\_  
 Last First Middle I. Suffix Prefix Maiden

**No. of Defendants** 1

**Plaintiff/Petitioner's Attorney**  Pro Se

HORST JEFFREY D  
 Last First Middle I. Suffix

**Bar #** 367834

**Check Primary Type (Check only ONE)**

- Contract/Account
- Wills/Estate
- Real Property
- Dispossessory/Distress
- Personal Property
- Equity
- Habeas Corpus
- Appeals, Reviews
- Post Judgment Garnishment, Attachment, or Other Relief
- Non-Domestic Contempt
- Tort (If tort, fill in right column)
- Other General Civil Specify \_\_\_\_\_
- Declaratory Judgment & Injunctive Relief

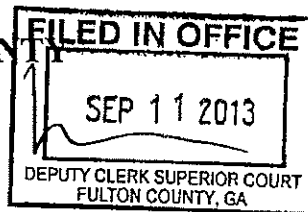
**If Tort is Case Type:**  
 (Check no more than TWO)

- Auto Accident
- Premises Liability
- Medical Malpractice
- Other Professional Negligence
- Product Liability
- Other Specify \_\_\_\_\_

**Are Punitive Damages Pleaded?**  Yes  No

**ORIGINAL**

**IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**



**CHARLES A. PUTTERS,** )  
 )  
 **Plaintiff,** )  
 )  
 **v.** )  
 )  
 **RMAX OPERATING, LLC,** )  
 )  
 **Defendant.** )  
 \_\_\_\_\_ )

**CIVIL ACTION FILE NO.**

2013CV236337

**VERIFIED COMPLAINT**

Plaintiff Charles A. Putters (“Plaintiff” or “Putters”) hereby files his Verified Complaint for declaratory judgment, injunctive relief, and attorney’s fees against Defendant Rmax Operating, LLC (“Defendant” or “Rmax”), and alleges upon information and belief as follows.

**NATURE OF ACTION**

1.

This lawsuit was precipitated by Rmax engaging in conduct intended to defeat competition and deprive Putters of the rights and privileges of being a Georgia resident contrary to Georgia public policy, and prevent Putters from earning a living to support his family. See, e.g., Art. III, § 6 ¶ 5 of the Georgia Constitution. Putters is a former employee of Rmax who has always lived and worked in Georgia while employed by Rmax. Putters never signed a

noncompetition, nondisclosure, nonsolicitation, confidentiality or any other type of restrictive covenant while employed by Rmax which would restrict Putters from going to work for a competitor. Putters also never signed anything while employed by Rmax where he consented to jurisdiction or venue in Texas in any legal proceedings. Despite these facts, Rmax has sought and obtained an *ex parte* temporary restraining order against Putters in a Texas proceeding on August 29, 2013. *See* Cause No. DC-13-09911, RMax Operating, LLC v. Charles A. Putters, 101<sup>st</sup> Judicial District Court, Dallas County, Texas. Putters contends that Texas courts do not have personal jurisdiction over him, and that any action between the parties must be in Georgia.

2.

The *ex parte* TRO in Texas seeks to prevent Putters from working for a competitor and earning a living to support his family. Georgia's strong public policy mandates that this Court grant: (a) a declaratory judgment in favor of Putters declaring his right to work for a competitor; (b) a declaratory judgment that under Georgia law O.C.G.A. § 10-1-760, *et seq.*, Defendant has no trade secrets which have been misappropriated by Putters; and, (c) injunctive relief prohibiting Rmax from prosecuting its lawsuit in Texas. *See, e.g., Enron Capital & Trade Resources Corp. v. Pokalsy*, 227 Ga. App. 727 (1998) (enjoining former employer from

pursuing lawsuit seeking to enforce restrictive covenants against former employee in Texas).

**PARTIES, JURISDICTION, AND VENUE**

3.

Plaintiff is an individual who is a resident of Georgia and resides at 219 Copperplate Lane, Peachtree City, Georgia, 30269.

4.

Defendant is a Texas limited liability company formed under the laws of the State of Texas with its principal place of business located at 3811 Turtle Creek Boulevard, Suite 900, Dallas, Texas, 75219. Defendant is authorized to do business in the State of Georgia and may be personally served through its Registered Agent CT Corporation, 1201 Peachtree Street, Atlanta, GA 30361.

5.

Venue and jurisdiction are proper in this Court under Georgia Constitution Article VI, § II, ¶¶ III and VI. Rmax employed Putters, a Georgia resident, to work for Rmax from Georgia for approximately 26 years. The alleged events giving rise to this action took place in Georgia, and the harm alleged herein was sustained in Georgia. Rmax conducts substantial business in Georgia and has consistently had employees in Georgia. Rmax's registered agent is in Fulton County. *See also* O.C.G.A. § 14-2-510.

I. FACTS

A. Putters Is A Georgia Resident Who Worked From Georgia

6.

Rmax is a large Texas-based company that manufactures and sells roofing and wall insulation.

7.

Putters worked for Rmax for approximately 26 years. Putters joined Rmax in 1986 as a salesman. Putters resigned in 1990. In 1991, Putters was solicited by Rmax to rejoin the company as the Eastern Regional Sales Manager. In 1994, Putters became National Sales Manager for Commercial Roofing Products. In 1996, Putters again became Eastern Regional Sales Manager. In 2013, Putters became Southeast Regional Sales Manager.

8.

At various times, Putters helped Rmax achieve record sales results.

9.

Throughout his employment, Putters worked out of his home in Georgia. Putters never had an office at any Rmax location or facility. All compensation paid by Rmax was received by Putters in Georgia.

10.

Putters has never lived or worked in Texas, owned any real or personal property in Texas, had any bank accounts in Texas, or paid any taxes in Texas.

**B. Putters' Limited Contacts With Texas**

11.

For most of his career including specifically at the time of his resignation, Putters' territory consisted of the Eastern United States or the Southeastern United States.

12.

For at least 15 years, Putters' territory and responsibilities have *not* included any direct sales responsibilities in Texas.

13.

Putters did not solicit new customers in Texas at the time he resigned from Rmax.

14.

When he stopped working for Rmax, Putters was not managing any sales representatives who worked in Texas or who solicited or provided services to customers in Texas.

15.

When Putters resigned from Rmax on August 8, 2013, he did not have any customers with whom he worked directly in Texas. Putters' responsibilities for Rmax at the time he resigned were limited solely to the Southeastern region of the United States encompassing Mississippi, Alabama, Tennessee, Georgia, Florida, North and South Carolina, and part of Virginia.

16.

In the course of his employment with Rmax, Putters occasionally traveled to Texas at Rmax's direction. These visits were *on behalf of Rmax* and not in Putters' individual capacity.

17.

During these work visits to Texas, Putters does not recall downloading any Rmax information from Rmax's server to any device of that he owned.

**C. Putters Never Signed Any Restrictive Covenants**

18.

Over the entire course of his career working for Rmax, Putters never signed any employment agreement, noncompete, confidentiality, nonsolicitation, nondisclosure, or any other written agreement whereby he consented to jurisdiction or venue in Texas.



19.

Putters also never signed anything restricting his employment upon leaving Rmax.

**D. Rmax Allowed And Encouraged Putters To Access Its Server From His Home In Georgia**

20.

A laptop and backup hard drive provided by Rmax were maintained and used by Putters in Georgia.

21.

Putters had never been specifically instructed what information Rmax considered confidential or a trade secret or what steps, if any, he should take to protect Rmax's information.

22.

During Putters' employment at Rmax, all of the information that he needed to perform services for Rmax relating to his responsibilities was stored on Rmax's servers and was made available to Putters at his home in the Atlanta, Georgia area using a remote access login. Putters has not attempted to access this login since August 9, 2013, when his resignation became effective and he shipped his Rmax laptop to Texas.

23.

All information that Putters accessed or downloaded from Rmax's servers to his laptop and/or back-up hard drive took place while Putters was in Georgia prior to returning his Rmax laptop to Texas.

**E. Putters Resigns From Rmax**

24.

On August 8, 2013, Putters called Martin Heiskell, the President of Rmax, from Georgia and told him he was resigning effective August 23, 2013. Putters told Rmax he was going to work for Atlas Roofing Corporation ("Atlas") in Atlanta. Atlas is a competitor of Rmax in the roofing and wall insulation industry.

25.

Mr. Heiskell told Putters to work through his intended resignation date of August 23. After the telephone call, Putters sent Mr. Heiskell an email from his home in Georgia confirming his resignation.

26.

Later that day, Mr. Heiskell called Putters at his home in Georgia and told Putters that Rmax would accept his resignation effective the next day, August 9, 2013.

27.

On August 9, 2013, Putters packed up the Rmax laptop computer and iPhone and shipped them via UPS from Atlanta, Georgia to Rmax in Texas.

28.

Putters never received any directives from Rmax about what he should do with the Rmax information in his possession. Nevertheless, after Putters turned in his resignation to Rmax, Putters endeavored to physically destroy all Rmax information relating to pricing, sales, financial performance or personnel by shredding the paper documents and using a hammer to destroy the disc in the external hard drive that he had used to back up his Rmax laptop.

29.

Putters has not provided Atlas with any written or electronic information belonging to Rmax.

**F. Rmax Engages Lawyers To Threaten And Harass Putters**

30.

On August 15, 2013, Putters received a letter from Littler Mendelson, P.C. in Dallas, Texas instructing him to turn over all information that was of a sensitive or confidential nature relating to Rmax by August 22, 2013 to a lawyer in Atlanta, Georgia. *See* Exhibit 1. The letter stated disclosure of such information was prohibited by the *Georgia Trade Secrets Act* citing O.C.G.A. § 10-1-760, *et seq.*

31.

This was the first time Rmax, or any of its agents, had ever identified to Putters what Rmax considered to be confidential or trade secret information or what Putters should do with the Rmax information in his possession.

32.

The letter further stated “If you do not deliver any information, documents and data by this date, we will interpret this as your affirmative representation that you are not in possession, custody or control of any Rmax information, documents or data.” Putters did not return any information to the Littler Mendelson lawyer in Atlanta because as of the time he received the letter, he had already destroyed the Rmax information, and he did not believe he had any additional confidential or sensitive Rmax information in his possession.

**G. The Improper Temporary Restraining Order**

33.

On August 29, 2013, at approximately 2:00 p.m., Putter received a telephone call from the Texas law firm of Lynn, Tillotson, Pinker, & Cox, LLP informing him they were giving Putter two hours’ notice that they were going to file a lawsuit against him and seek a TRO to prevent him from going to work for Atlas.

34.

Putters could not travel to Texas on such short notice or participate by telephone because he had a family engagement.

35.

Rmax obtained an extraordinarily broad TRO that essentially seeks to prevent Putters from working for Atlas. Georgia public policy prohibits this type of anti-competitive conduct.

36.

In its Verified Petition for TRO, Temporary Injunction, and Permanent Injunction (“Petition”) Rmax alleges that Putters: (1) “unlawfully accessed Rmax’s computer servers to download . . . confidential information and trade secrets; (2) remains in possession of this information; and (3) will “inevitably use or disclose” this information during his employment with Atlas. As to (3), the Georgia Supreme Court recently held that “the inevitable disclosure doctrine is not an independent claim under which a trial court may enjoin an employee from working for an employer or disclosing trade secrets.” *Holton v. Physicians Urology Services, LP*, 292 Ga. 864, 870 (2013).

37.

Rmax does not allege that any of these alleged activities occurred in Texas. Accordingly, the Texas courts do not have personal jurisdiction over Putters.

38.

Moreover, this sequence of events show it would be extremely burdensome for Putters, an individual, to defend a lawsuit in Texas in which the Plaintiff is seeking to prevent Putters from pursuing his livelihood. Additionally, the application of Georgia law is important to Putters as a Georgia resident.

39.

If this case were to proceed, the costs of defending the action in Texas, using Texas counsel, will be extremely onerous to Putters and Putters' family.

### **COUNT I**

#### **Declaratory Judgment**

40.

Plaintiff incorporates herein by reference Paragraphs 1 through 39 of this Verified Complaint as if fully restated herein.

41.

Rmax has filed a lawsuit in Texas naming Putters as a Defendant and obtained an *ex parte* TRO which seeks to prevent Plaintiff for working for Atlas, a competitor of Rmax.

42.

Plaintiff has always been an at will employee of Defendant permitting either party to terminate the relationship at any time for any reason.

43.

Plaintiff has never signed a noncompete, nonsolicit, nondisclosure or any other restrictive covenant with Defendant. Through its lawsuit alleging misappropriation of trade secrets, Defendant is attempting to back door such a restriction prohibiting Plaintiff from becoming employed by a competitor.

44.

Rmax has no trade secrets under Georgia law.

45.

Putters never misappropriated any trade secrets allegedly possessed by Rmax.

46.

This dispute in controversy is a justiciable, non-speculative matter, and resolution by this Court will determine the rights and interests of the parties and potentially terminate and/or render litigation more efficient.

47.

A declaratory judgment would relieve Plaintiff from uncertainty and insecurity with regard to his right and his legal relationship with Defendant and his new employer Atlas.

48.

A declaratory judgment would guide and protect Plaintiff from uncertainty

and insecurity with regard to the propriety of future actions regarding his employment with Atlas which are properly incident to his rights under Georgia law and public policy, and which if taken without direction might reasonably jeopardize Plaintiff's interests.

49.

All parties have an interest in this matter. A determination that Defendant's conduct has violated Plaintiff's rights and is an improper attempt to restrict competition by Plaintiff, and/or that Defendant has no enforceable rights against Plaintiff under Georgia law, would allow Plaintiff to continue his employment with Atlas unimpaired by Defendant's conduct and its lawsuit in Texas, where the Texas court does not have personal jurisdiction.

50.

Therefore, Plaintiff is entitled to a declaration that: (1) Defendant cannot interfere with Plaintiff's employment with Atlas; and (2) Defendant has no enforceable rights under Georgia law including any trade secrets that prohibits Plaintiff from working for a competitor.



**COUNT II**

**Injunctive Relief**

51.

Plaintiff incorporates herein by reference Paragraphs 1 through 50 of this Verified Complaint as if fully restated herein.

52.

Defendant has filed a lawsuit in Texas naming Putters as the defendant in that case. Defendant has obtained an *ex parte* TRO seeking to prevent Plaintiff Putters from becoming employed by Atlas, a Georgia company that is a competitor of Defendant.

53.

Defendant's lawsuit and *ex parte* TRO violates Georgia public policy and Putters' rights to defend himself in a Georgia court applying Georgia law.

54.

Defendant will move forward with its Texas litigation absent an order from this Court directing Defendant to discontinue the Texas litigation. Plaintiff will be forced to either defend himself in the Texas lawsuit or risk having a default entered against him.

55.

Plaintiff will be substantially prejudiced by being required to litigate in Texas, while Defendant would suffer no prejudice from litigating its alleged rights here. Defendant is a large, national corporation with substantial resources to litigate anywhere in the country.

56.

If Plaintiff is forced to litigate in Texas, Plaintiff will sustain irreparable harm and does not have an adequate remedy at law.

57.

Public policy favors litigating disputes in the forum State where the parties are located or where the alleged acts and omissions giving rise to the dispute occurred as opposed to a forum that has little or no connection to the parties or the dispute.

58.

Defendant should therefore be enjoined from going forward with its Texas litigation against Plaintiff.

**COUNT III**

**Attorneys' Fees**

59.

Plaintiff incorporates herein by reference Paragraphs 1 through 58 of this Verified Complaint as if fully restated herein.

60.

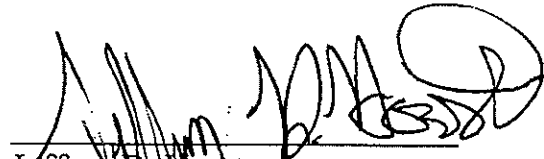
Defendant has acted in bad faith, been stubbornly litigious, and has caused Plaintiff unnecessary trouble and expense. Therefore, Plaintiff is entitled to recover his attorney's fees and reasonable costs of litigation pursuant to O.C.G.A. § 13-6-11.

WHEREFORE, Plaintiff requests that this Court:

- (a) Declare that Defendant has no right to seek to prohibit Plaintiff from working for Atlas, and that Plaintiff has a right to be employed by Atlas;
- (b) Declare that Defendant has no enforceable rights or trade secrets under Georgia law that prohibit Putters from working for a competitor;
- (c) Enjoin Defendant from proceeding with the Texas litigation against Plaintiff;

- (d) Award Plaintiff his reasonable attorney's fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11; and
- (e) Award Plaintiff such other and further relief and this Court deems just and appropriate.

Respectfully submitted this 11<sup>th</sup> day of September, 2013.



Jeffrey D. Horst  
Georgia Bar No. 367834  
Christopher E. Adams  
Georgia Bar No. 789600  
*Attorneys for Plaintiff*

KREVOLIN & HORST, LLC  
1201 West Peachtree Street  
One Atlantic Center, Suite 3250  
Atlanta, Georgia 30309  
(404) 888-9700  
(404) 888-9577 (facsimile)

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

CHARLES A. PUTTERS, )  
)  
Plaintiff, )  
)  
v. )  
)  
RMAX OPERATING, LLC, )  
)  
Defendant. )  
\_\_\_\_\_ )

CIVIL ACTION FILE NO.  
\_\_\_\_\_

VERIFICATION

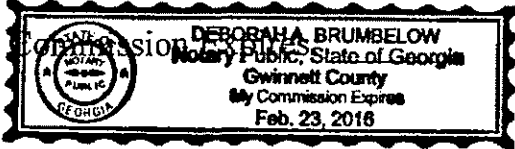
Personally appeared before me, the undersigned officer, duly authorized by law to administer oaths, came, CHARLES A. PUTTERS, who, after being duly sworn states under oath that the facts and information contained in his Verified Complaint is true and correct to the best of his knowledge, information and belief.

This 11<sup>th</sup> day of September, 2013.

  
\_\_\_\_\_  
CHARLES A. PUTTERS

Sworn to and subscribed before me this 11<sup>th</sup> day of September, 2013.

  
\_\_\_\_\_  
Notary Public

My Commission Expires  


# EXHIBIT 1



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

Jonathan C. Wilson  
214.880.8174 direct  
214.594.5631 Fax  
jcwilson@littler.com

August 15, 2013

**VIA FEDERAL EXPRESS OVERNIGHT DELIVERY**

Mr. Charles A. Putters  
219 Copperplate Lane  
Peachtree City, GA 30269

Re: Rmax Operating, LLC / Chuck Putters and Atlas Roofing Corporation

Dear Mr. Putters:

We represent Rmax Operating, LLC ("Rmax" or the "Company"). Rmax has retained us in light of your departure from the Company and sudden announcement of your new employment with Atlas Roofing Corporation ("Atlas").

As you are aware, as the Company's Sales Manager of the Southeastern Region, Rmax entrusted you with its most sensitive trade secrets. You occupied a position of trust with Rmax, creating fiduciary obligations on your part to protect the Company's interests. In reliance on those fiduciary obligations, the Company provided you access to its trade secrets so that you could perform your job for Rmax. We are now legitimately concerned about the suspicious timing of your departure from Rmax to join Atlas, a competitor of the Company.

During the past year of your employment, you were intimately involved in Rmax's proprietary work in connection with product development for high wind zones. You were provided significant resources by Rmax and led the Company's work in development of high wind building cladding, preparation of product specifications for this new initiative, and development of customer information and market usage of this product. In addition, in your role as a trusted member of the Company's senior sales staff, you were also provided information regarding Rmax's pricing, distribution channels and contacts, distribution pricing and incentive programs, strategic plans in new markets, including the Company's architectural initiatives, contact information on Rmax's top builders, and the Company's marketing targets and related strategy. All of this information is protected from disclosure or use by a former employee pursuant to the Georgia Trade Secrets Act, O.C.G.A. §§10-1-760, *et. seq.* In addition, in your position as a Sales Manager of the Company's Southeastern Region, you owed Rmax a reciprocal fiduciary duty. You are prohibited by law from using, disclosing or otherwise

Mr. Charles A. Putters  
August 15, 2013  
Page 2

revealing Rmax's trade secrets. To do so would not only violate your legal obligations to the Company, but would also provide an unfair competitive advantage to your new employer, Atlas, which would likewise subject them to liability. Frankly, we are concerned Atlas hired you precisely in order to unlawfully gain access to Rmax's trade secrets to obtain an unfair competitive advantage.

If you are in possession, custody or control of any Rmax information, documents or data, please deliver all such information, documents and data no later than noon on August 22, 2013, to Jerry Newsome, my partner and co-counsel with me from Littler. Mr. Newsome's office is located at 3344 Peachtree Road N.E., Suite 1500, Atlanta, GA 30326-4803. This includes all Rmax information, documents and data in soft/electronic and hard copy form. If you do not deliver any information, documents and data by this date, we will interpret this as your affirmative representation that you are not in possession, custody or control of any Rmax information, documents or data.

While we continue our investigation into this matter, you are instructed of your legal duty to ensure that all documents, information and data, both hard copy and soft/electronic versions, which could be relevant to any litigation that might occur regarding Rmax's concerns relating to your actions, are preserved.

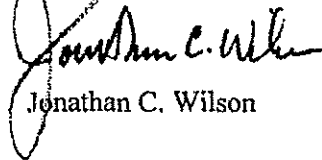
Please be advised that your preservation obligation also covers all electronically-stored information on your personal computers and electronic storage devices and any material that you have stored or placed on Atlas's computers and electronic storage devices. In order to ensure compliance with your legal obligation to preserve evidence, you must not download, delete, allow to be deleted, erase, allow to be erased, destroy, or allow to be destroyed any documents, data or information stored on any computers or electronic storage devices, or any hard copy documents, data or information in your possession, custody or control, whether maintained at Atlas' offices, your home or anywhere else. Your evidence preservation obligation includes, but is not limited to, your obligation to ensure the preservation of the following: all correspondence and communications between you and all Rmax and Atlas customers; all correspondence and communications between you and Atlas and/or Rmax; any announcement regarding your employment with Atlas; all correspondence and communications with all employees and former employees of Rmax and Atlas; and all data and material related to your employment and work at Rmax.



Mr. Charles A. Putters  
August 15, 2013  
Page 3

If you have any questions or if you would like to discuss this matter, please call me.

Very truly yours,



Jonathan C. Wilson

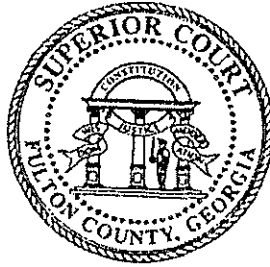
JCW:ily

Cc: James E. Preskitt, President ~ Via Federal Express Overnight Delivery  
Atlas Roofing Corporation  
1516 Burks Dr.  
Lake City, GA 30260

Ken Ferish ~ Via Federal Express Overnight Delivery  
Atlas Roofing Corporation  
1516 Burks Dr.  
Lake City, GA 30260

Jerry C. Newsome – Littler/Atlanta  
Martin Heiskell – Rmax

**ORIGINAL**



IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA  
136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303

**SUMMONS**

<u>Charles A. Putters</u>	) Case
_____	) No.: _____
	)
<b>Plaintiff,</b>	)
	)
vs.	)
<u>Rmax Operating, LLC</u>	)
_____	)
<b>Defendant</b>	)
	)
	)
	)
	)

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file with the Clerk of said Court and serve upon plaintiff's attorney, whose name and address is:

Jeffrey D. Horst, Esq.  
KREVOLIN & HORST, LLC  
1201 W. Peachtree St., NW, Suite 3250  
Atlanta, GA 30309

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service; unless proof of service of this complaint is not filed within five (5) days of such service. Then time to answer shall not commence until such proof of service has been filed. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

This 11<sup>th</sup> day of Sept 2013

Honorable Cathelene "Tina" Robinson  
Clerk of Superior Court  
By [Signature]  
Deputy Clerk

To defendant upon whom this petition is served:  
This copy of complaint and summons was served upon you \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Deputy Sheriff

O  
B

ORIGINAL

CIVIL ACTION NO. 2013CV236337

SUPERIOR COURT  
FULTON COUNTY

FILED IN OFFICE  
SEP 17 2013  
DEPUTY CLERK SUPERIOR COURT  
FULTON COUNTY, GA

ATTORNEY ADDRESS:

Jeffrey D. Horst, Esq.  
KREVOLIN & HORST, LLC  
1201 Peachtree Street, NW, Suite 3250  
Atlanta, GA 30309  
404-888-9700

CHARLES A. PUTTERS,

*Plaintiff,*

NAME OF PARTY TO BE SERVED:

vs.

RMAX OPERATING, LLC, c/o Reg. Agent  
CT CORPORATION SYSTEM  
1201 PEACHTREE STREET, NE  
ATLANTA, GA 30361

RMAX OPERATING, LLC,

*Defendant.*

AFFIDAVIT OF SERVICE

X I have perfected service of process upon this defendant, RMAX OPERATING, LLC, by serving their Registered Agent, CT CORPORATION SYSTEM (SHAKINAH EDWARDS ACCEPTED SERVICE)

Service was perfected by serving the following located at the address as listed above:  
*Summons and Verified Complaint*

Date of service: 09-11-2013  
Time of service: 3:03pm

Served by:

*[Signature]*  
Juhani Fox,  
Process Server

Subscribed and sworn to me on this

*12th* day of *September*, 20 *13*

*Deborah A. BrumbeLOW*  
NOTARY PUBLIC

