MEMORANDUM DECISION

ATTORNEY FOR APPELLANT

Christopher C. Murray
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Indianapolis, Indiana

ATTORNEY FOR APPELLEES

Brian E. Bailey
Koch McAuley & Bailey P.C.
Bloomington, Indiana

IN THE COURT OF APPEALS OF INDIANA

Bioconvergence LLC d/b/a Singota Solutions,

Appellant-Plaintiff,

v.

Wendy Carroll and Robert Chris Carroll,

Appellees-Defendants.

December 14, 2021

Court of Appeals Case No. 21A-PL-829

Appeal from the Monroe Circuit Court

The Honorable Holly M. Harvey, Judge

Trial Court Cause No. 53C06-2007-PL-1290

Bradford, Chief Judge.

Case Summary

[1] From 2014 to June 2, 2020, Wendy Carroll ("Wendy") was employed by Bioconvergence LLC d/b/a Singota Solutions ("Singota"). After a period of conflict with her supervisor, Wendy resigned from her position with the company. Before doing so, she emailed certain documents to herself at the personal email address that she shared with her husband. Singota filed a lawsuit alleging that Wendy violated her employment agreement by doing so and that Wendy and her husband violated the Indiana Uniform Trade Secrets Act ("IUTSA"). Singota requested a preliminary injunction that would enjoin the Carrolls from disclosing or exploiting any confidential information and would grant Singota broad access to: (1) the Carrolls' joint email account; (2) the Carrolls' personal iPhones; (3) Wendy's Linked In account; and (4) the three personal computers possessed by the Carrolls, including the property of Ivy Tech. Singota also requested that the Carrolls pay for the entire cost of a forensic investigation of each of these devices and that the trial court prohibit Wendy from working in her area of expertise for a one-year period. The trial court subsequently denied Singota's request for injunctive relief. Singota challenges the denial of its request on appeal. We affirm.

Facts and Procedural History

A. The Parties

[2] Singota is an Indiana Limited Liability Corporation with a principal place of business in Bloomington. Singota offers and performs services regulated by the

United States Food and Drug Administration for clients in the pharmaceutical, biotechnology, animal health, and medical device industries. Its services include: product and analytical development; production including formulation, filling, finishing, labelling, and kitting; analytical and microbial quality control and stability testing; and supply-chain management.

[3] Wendy was employed by Singota from the late-fall of 2014 to June 2, 2020. At the time of her resignation, Wendy was a project manager for Singota. Robert Chris Carroll ("Chris") is Wendy's husband. He is employed as the Dean of the School of Information Technology and the School of Business Logistics and Supply Chain Management at Ivy Tech. He has been employed by Ivy Tech for eighteen years and has had no employment relationship with Singota.

B. The Employment Agreement and Alleged Violation

[4] During her employment, Wendy executed an employment agreement (the "Employment Agreement"), which required her to protect "Confidential Information." The Employment Agreement defined "Confidential Information" as follows:

> (a) Definition. For purposes of this Agreement, "Confidential Information" shall mean any proprietary, confidential or competitively-sensitive information and materials which are the property of or relate to the Company or the business of the Company. Confidential Information shall include without limitation all information and materials created by, provided to or otherwise disclosed to Employee in connection with Employee's employment with the Company (excepting only information and materials already known by the general public),

> including without limitation (i) trade secrets, (ii) the names and addresses of the Company's past, present or prospective contributors, beneficiaries or business contacts, and all information relating to such contributors, beneficiaries or business contacts, regardless of whether such information was supplied or produced by the Company or such contributors, beneficiaries or business contacts; and (iii) information concerning the Company's affiliates, financing sources, profits, revenues, financial condition, fund raising activity, and investment activity, business strategies, or software used by the Company and associated layouts, templates, processes, documentation; databases, designs and techniques.
>
> (b) Non-Disclosure. Employee acknowledges and agrees that Confidential Information is the property of the Company, and that Employee shall not acquire any ownership rights in Confidential Information. Employee (i) shall use Confidential Information solely in connection with Employee's employment with the Company; (ii) shall not directly or indirectly disclose, use or exploit any Confidential Information for Employee's own benefit or for the benefit of any person or entity, other than the Company, both during and after Employee's employment with the Company or as required by law; and (iii) shall hold Confidential Information in trust and confidence, and use all reasonable means to assure that it is not directly or indirectly disclosed to or copied by unauthorized persons or used in an unauthorized manner, both during and after Employee's employment with the Company.

Ex. Vol. III p. 30. The Employment Agreement further provided the following with regard to a breach of the agreement and potential remedies available to Singota:

> Breach of Agreement and Remedies. Employee acknowledges and agrees that Employee's actual or threatened breach of this

> Agreement may cause or threaten irreparable injury to the Company that cannot adequately be measured in money damages. The Company shall therefore be entitled to obtain injunctive relief with respect to any such actual or threatened breach by Employee in addition to and not in lieu of any other available remedies. Employee shall also pay any and all costs, damages and other expenses, including without limitation all attorneys' fees, witness fees and other legal expenses which are incurred by the Company in successfully enforcing this Agreement. Employee further acknowledges and agrees that the existence of any claim or cause of action by Employee against the Company, whether or not predicated upon Employee's employment relationship with the Company, shall not relieve Employee of Employee's obligations under this Agreement.

Ex. Vol. III p. 31.

[5] After a period of conflict between herself and her supervisor in the spring of 2020, Wendy decided to resign from her position. The night prior to sending her resignation, Wendy sent herself a number of documents, most, if not all, of which Wendy believed to be of a personal nature, from her work email account to the personal email account that she shared with Chris. Wendy had no other personal email account. On June 2, 2020, Wendy notified Singota of her resignation. Although Wendy indicated an intent to remain with the company through June 5, 2020, upon receiving her resignation, a representative of Singota notified Wendy that Singota had decided to effectuate her resignation immediately. The representative arranged for Wendy to turn in her company-owned equipment, including her computer, that same day. At some point later that evening, Singota learned of the emails that Wendy had sent to herself.

C. The Underlying Lawsuit

[6] On July 21, 2020, Singota filed a nine-count complaint against the Carrolls, with some of these counts alleged only against Wendy, others alleged against the couple collectively, and one alleged only against Chris. Specifically, Singota alleged the following claims: breach of contract (Wendy), misappropriation of trade secrets under the IUTSA (the couple collectively), breach of fiduciary duty/duty of loyalty (Wendy), computer trespass (Wendy), unjust enrichment (the couple collectively), conversion (the couple collectively), theft (Wendy), and receiving stolen property (Chris). Singota also requested preliminary and permanent injunctive relief. Specifically, Singota requested that the trial court enjoin the Carrolls from disclosing or exploiting any confidential information and grant Singota broad access to: (1) the Carrolls' joint email account; (2) the Carrolls' personal iPhones; (3) Wendy's Linked In account; and (4) the three personal computers possessed by the Carrolls, including the property of Ivy Tech. Singota also requested that the Carrolls pay for the entire cost of a forensic investigation of each of these devices and that the trial court prohibit Wendy from working in her area of expertise for a one-year period.

[7] The trial court conducted a hearing on Singota's request for a preliminary injunction on January 14, 22, and 29, 2021. On April 6, 2021, the trial court issued an order, in which it made a number of findings relating to the information contained in the emails that Wendy had sent to herself and the

extent to which Wendy accessed the information following her resignation. These findings provided:

> 21. [Wendy] sent items of a "personal desktop" nature to herself by email. The subjects of the emails that [she] sent to herself were labeled "School Stuff", "Self Review" or "Misc." [Wendy] used the label "School Stuff" because the majority of the attached documents were related to a certification she had worked on and the classes for that certification. She had permission to work on the certification through the company for one hour per week. She believed that the documents that she had created were her property. She had taken similar, personally-created documents from her prior employment at Cook and was not reprimanded or prevented from doing so.
>
> 22. [Wendy] sent herself drafts of the self-review document that she was responsible for creating, which contained revenue information about the performance of the projects that she worked on. The self-review documentation was gathered at the suggestion of Michelle Hoover, her supervisor, so she could write about herself and her accomplishments, and was not obtained in an inappropriate manner. There is one page of a document that contains a client number, unique to Singota. [Wendy's] explanation for the number being included was that it was a draft of the self-review and had not yet been redacted. There is evidence that [Wendy] had looked for other employment prior to submitting her resignation, and evidence that she was not happy in her position. The newsletter that she sent herself also had the purpose of highlighting her performance. [Wendy] was gathering information about her achievements in the company, presumably in preparation for applying for a new position elsewhere.
>
> 23. Early in her employment at Singota, [Wendy] had been asked to create an "onboarding" guide for new employees, which was not ultimately utilized by her supervisor or completed for other employees. [Wendy] worked on the onboarding project in

the first few years of her employment with Singota. Most of the internal documents sent by [Wendy] originated in this time frame. [Wendy] also appeared to be an employee who created instruction lists for herself for internal procedures. These instruction lists and on-boarding instructions contained links to internal Singota documents. The documents also included a "rolodex" of vendors, which [Wendy] included because it was an example of a contact list to illustrate to new employees. The vendor list was not a current list, and was not a current client list. The majority of the documents which [Wendy] sent to herself were created for the on-boarding project or by [Wendy] as work product for her own use as checklists for a particular task. If they were not, they were examples of [Wendy's] work product, which [she] had kept for her own documentation purposes during employment. The Court finds this credible in light of [Wendy's] history of performance improvement plans, which reasonably led to her to document her performance and projects, as well as her application for PMP certification.

24. Some of the documents that [Wendy] sent to herself were lists which included references to Singota SOPs. The links to locations or documents on Singota's internal drives required access to the Singota Virtual Private Network (VPN). Any member of the public or client did not have access to the VPN. Further, each employee may have restricted access to locations on the VPN. There is no evidence that [Wendy] accessed the servers to acquire copies of the SOPs.

25. After sending herself the email, [Wendy] admitted that either she or [Chris] may have opened one of the emails. She did not print or open any attachments after sending herself the emails. She did not save them to a cloud server. She did not believe, nor did she intend, that [Chris] would open any of the emails. She did not use or profit from the information in the emails. There is no evidence that [Wendy] forwarded the emails from her account to any other individual. There is no evidence that [Wendy] transferred any data from the work laptop or

opened it so others could look at it. She did not save or transfer phone information to another storage device or access it through her phone.

26. There is no evidence to contradict [Wendy's] testimony that she did not open the emails, did not print or copy the emails or attachments, and did not send the emails to any third party or cloud server from her personal email account, at least not after sending herself the emails. [Wendy] did have physical binders for each client, which presumably had hard copies of information relevant to the client, and the binders were returned.

27. Both [Chris and Wendy] understood that any data analysis program used to review the email accounts could determine whether the emails had been modified or transmitted from the personal account.

28. [Wendy] has not benefited from the emails or the information contained in the emails. She did apply for employment in October of 2020 with Catalent after the issuance of the TRO, but did not obtain employment as a result. There is no evidence to suggest that [Wendy] was colluding with a competitor.

29. After discovering the email transmission, Singota sent the Carrolls a "Cease and Desist" letter at 11:23 p.m. on June 2, 2020. The letter informed [Wendy] that she had taken information in violation of her Employment Agreement and demanded that the Carrolls not copy or transfer any data and not delete or destroy any evidence. The Carrolls were delayed in responding to the initial letter because they wanted to seek counsel and had received advice not to respond until they had secured counsel. The Carrolls burned the "Birthday List" and client list in the burn pile after the transmission of the June 2 letter, but there is no evidence that the Carrolls had read the email prior to burning the items, and [Chris] could not recall when he actually read the June 2, letter.

> 30. [Chris] Carroll had no active role in [Wendy's] sending of emails to the personal account she shared with [him].
>
> 31. As part of his current employment, [Chris] has received training related to information technology and cyber security. This training has included certified ethical hacker training, under controlled conditions, approximately seven years ago. [Chris] has not performed any work on that level, and worked on a computer inside the course.
>
> 32. Neither [Wendy nor Chris] have any objection to the examination of the email accounts to ascertain whether the emailed information has been disclosed or disseminated in any way. Neither Wendy nor [Chris] object to permanently deleting the files, and they have not done anything with the email files. They are willing to allow Singota to confirm that nothing has been done with the emails. They cannot afford to lose employment or to pay for the costs associated with the forensic examination.

Appellant's App. Vol. II pp. 12–14. Based on these factual findings, the trial court concluded that Singota had not met its burden of proof that a preliminary injunction was warranted. The trial court therefore denied Singota's request for a preliminary injunction. The trial court did, however, instruct the parties

> to collaborate to allow access by Singota to the joint email account any personally owned computing device in the Carroll home to determine the existence of any use or transmission of the emails or attachments Wendy Carroll sent to the joint account on June 1, 2020 or any Singota proprietary or confidential information contained in those emails or attachments. Upon agreement of the parties, Singota may access Mr. Carroll's business laptops for the same purpose, but only to the extent that

> it is required to examine the Yahoo email account. If Singota chooses to undertake this analysis, it will be solely responsible for the initial expense, but may request the Court to enter orders for contribution to such costs depending on the outcome of the examination. The parties will meet and confer on the manner in which Singota may access the information noted above within fourteen days.

Appellant's App. Vol. II p. 17.[1]

Discussion and Decision

[8] On appeal, Singota contends that the trial court erred in denying its motion for a preliminary injunction. "The issuance of a preliminary injunction is within the sound discretion of the trial court, and the scope of appellate review is limited to deciding whether there has been a clear abuse of discretion." *U.S. Land Servs., Inc. v. U.S. Surveyor, Inc.*, 826 N.E.2d 49, 62 (Ind. Ct. App. 2005). "An abuse of discretion occurs when the trial court's decision is clearly against the logic and effect of the facts and circumstances or if the trial court misinterprets the law." *Grand Trunk W. R. Co. v. Kapitan*, 698 N.E.2d 363, 366 (Ind. Ct. App. 1998).

[1] Singota argues that "[t]his 'instruction' apparently means that the Company would forfeit its right to the return of its trade secret and other confidential property misappropriated by [Wendy] absent reaching an agreement with the Carrolls." Appellant's Br. p. 25. We do not read the trial court's order in this way, but rather that the trial court would consider potential relief for Singota if warranted following the conclusion of the forensic investigation.

[9] "When determining whether or not to grant a preliminary injunction, the trial court is required to make special findings of fact and state its conclusions thereon." *Id.*

> [W]hen reviewing findings of fact and conclusions of law entered upon the denial of a motion for preliminary injunction pursuant to Trial Rule 52(A)(1), we must determine if the trial court's findings support its judgment and will reverse the judgment only when clearly erroneous. *Oxford Fin'l Group, Ltd. v. Evans*, 795 N.E.2d 1135, 1141 (Ind. Ct. App. 2003). Findings of fact are clearly erroneous only when the record lacks any evidence or reasonable inferences therefrom to support them. [*U.S. Land Servs.*, 826 N.E.2d at 62]. The trial court's judgment is clearly erroneous only if it is unsupported by the findings and the conclusions that rely upon those findings. *N. Elec. Co., Inc. v. Torma*, 819 N.E.2d 417, 421 (Ind. Ct. App. 2004). We may neither reweigh the evidence nor reassess witness credibility. *Oxford Fin'l*, 795 N.E.2d at 1141. Additionally, even an erroneous finding is not fatal to a trial court's judgment if the remaining valid findings and conclusions support the judgment, rendering the erroneous finding superfluous and harmless as a matter of law. *Lakes & Rivers Transfer v. Rudolph Robinson Steel Co.*, 795 N.E.2d 1126, 1132 (Ind. Ct. App. 2003).

M.K. Plastics Corp. v. Rossi, 838 N.E.2d 1068, 1074 (Ind. Ct. App. 2005).

[10] Furthermore, Singota is appealing from a negative judgment and "must, therefore, establish that the trial court's judgment is contrary to law." *Id.* "A judgment is contrary to law only if the evidence in the record, along with all reasonable inferences, is without conflict and leads unerringly to a conclusion opposite that reached by the trial court." *Id.* at 1074–75. "We review

conclusions of law de novo and give no deference to the trial court's determinations about such questions." *Id.* at 1075.

[11] As the trial court noted, Singota sought a preliminary injunction based on (1) violation of the IUTSA and (2) breach of contract. In seeking a preliminary injunction, Singota bore the burden of establishing:

> (1) that its remedies at law are inadequate, causing irreparable harm pending resolution of its lawsuit; (2) that it has at least a reasonable likelihood of success on the merits at trial; (3) that the threatened injury to [Singota] outweighs the potential harm to [the Carrolls] resulting from the proposed injunction; and (4) that the public interest would not be disserved by the granting of injunctive relief.

Id. (citing *U.S. Land Servs.*, 826 N.E.2d at 63). Singota "was required to prove each of the four requirements by a preponderance of the evidence, and a failure to prove even one would have made the grant of an injunction an abuse of discretion." *Id.* (citing *Paramanandam v. Herrmann*, 827 N.E.2d 1173, 1179 (Ind. Ct. App. 2005)). "Finally, we note that an injunction is an extraordinary equitable remedy that should be granted only in rare instances where the law and facts are clearly within the moving party's favor." *Id.* (citing *PrimeCare Home Health v. Angels of Mercy Home Health Care, LLC.*, 824 N.E.2d 376, 380 (Ind. Ct. App. 2005)).

I. IUTSA Claims

[12] For the purposes of the IUSTA, "'[i]mproper means' includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means." Ind. Code § 24-2-3-2.

> "Misappropriation" means:
>
> (1) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or
> (2) disclosure or use of a trade secret of another without express or implied consent by a person who:
>
> > (A) used improper means to acquire knowledge of the trade secret;
> > (B) at the time of disclosure or use, knew or had reason to know that his knowledge of the trade secret was:
> >
> > > (i) derived from or through a person who had utilized improper means to acquire it;
> > > (ii) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or
> > > (iii) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or
> >
> > (C) before a material change of his position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

Ind. Code § 24-2-3-2.

> "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:
>
> > (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
> > (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Ind. Code § 24-2-3-2. Actual or threatened violations of the IUSTA "may be enjoined." Ind. Code § 24-2-3-3. If granted, an injunction "shall be terminated when the trade secret has ceased to exist." Ind. Code § 24-2-3-3.

[13] The trial court concluded that, for the purposes of Singota's request for a preliminary injunction, the customer lists sent to the Carrolls' joint email account by Wendy constituted trade secrets entitled to protection under the IUTSA. Singota claims that certain other business forms and template documents which were allegedly contained in Wendy's emails were also entitled to trade secret protection. Singota, however, does not specify in its appellate argument which of the other documents included in Wendy's emails were entitled to this protection.

A. Singota's Claims Against Chris

[14] As to Chris, the trial court concluded

> There is no evidence that Chris Carroll disclosed or used any information from Singota. The only connection that Mr. Carroll has to the Singota information is that he indirectly acquired the

> documents through the jointly owned email account. There is no evidence that Chris Carroll had any knowledge of the terms within the Employment Agreement which prevent an employee's transmission of personal or company documents to oneself through email, which would be the only basis for which Mr. Carroll could know or have reason to know that such an act could be improper. Singota does not have a likelihood to succeed on its claims against Mr. Carroll and therefore, injunctive relief against Mr. Carroll is not appropriate.

Appellant's App. Vol. II p. 15. The trial court further concluded that

> The possession and examination of property owned by Ivy Tech is an overreaching invasion of privacy, and there is no basis for injunctive relief against Chris Carroll, who uses the computers for his employment. Singota's requests are overly burdensome and do not match the level of potential harm suggested by the evidence.

Appellant's App. Vol. II p. 16.

[15] Again, because it is appealing a negative judgment, Singota "must, therefore, establish that the trial court's judgment is contrary to law." *M.K. Plastics*, 838 N.E.2d at 1074. The trial court's conclusions regarding the lack of disclosure or use by Chris are supported by the record. The evidence establishes that (1) Chris played no role in sending the emails in question to the account he shared with Wendy and (2) has not knowingly accessed any of the documents contained in the email. Further, nothing in the record suggests that Chris was aware of the terms of Wendy's Employment Agreement or had any reason to know that the emails were sent in violation of said agreement. As such, we

cannot say that the trial court's conclusions regarding the overreaching nature of Singota's claims as well as its likelihood of success on the merits on its claims against Chris are contrary to law. *See id.* at 1074–75 ("A judgment is contrary to law only if the evidence in the record, along with all reasonable inferences, is without conflict and leads unerringly to a conclusion opposite that reached by the trial court."). The trial court, therefore, did not abuse its discretion in denying Singota's requestion for a preliminary injunction against Chris.

B. Singota's Claims Against Wendy

[16] As to Wendy, the trial court concluded

> 38. Even if injunctive relief is allowed by the IUTSA as to Wendy Carroll, Singota must meet the requirements under the law for the granting of a preliminary injunction.
>
> 39. There is insufficient evidence to support a claim that Wendy Carroll disclosed or used any Confidential Information for her benefit. Wendy Carroll emailed documents to herself, and there is no evidence that any of the documents that were emailed were accessed by either Wendy or Chris Carroll. The Carrolls did not immediately respond to demands from the Plaintiff, because they were attempting to secure legal counsel, which is not unreasonable. The Carrolls destroyed the two or three documents which were not returned to Singota with the rest of Singota property.
>
> 40. Singota produced no evidence that any of its servers were breached or hacked from an outside source. Singota produced no evidence that any third party was in possession of the information included in the emails Wendy Carroll sent to herself or that Ms. Carroll had opened or transmitted the documents to anyone else.

41. For the purpose of this analysis, the Court finds that the Plaintiff has not met its burden on at least one of the elements required for the issuance of a preliminary injunction. The Court is not persuaded by Singota's assertion that the irreparable injury that Singota would suffer if injunctive relief requested is not granted substantially outweighs any potential alleged harm the Carrolls might suffer. In addition to a request that the Carrolls refrain from disclosing or exploiting any Confidential Information, turn over any Confidential Information and any other hardware or software belonging to the Company, Singota also requests broad access to a) the email account in question; b) the Carroll's [sic] personal iPhones; c) Ms. Carroll's Linked In account; d) the three personal computers possessed by the Carrolls, including the property of Ivy Tech. In addition, Singota requests that the Carrolls pay for the entire cost of the forensic investigation and for the Court to prohibit Wendy Carroll from working in [her] area of experience for one year.

42. Wendy Carroll has been unemployed since June 2, 2020. There is no provision in her contract that would prevent her from acquiring a position for a CMO/CDMO upon termination of her employment. The Carrolls have a child at home, and will be caring for their terminally ill daughter and her child(ren) soon. The current lawsuit, upcoming needs for their daughter, and lack of employment for Wendy has already created a serious financial strain on the Carrolls, and further restriction of employment during a pandemic creates an extraordinary hardship for Wendy Carroll and her family. The Carrolls' is an actual loss, as opposed to a risk of harm. There is no evidence to support any disclosure or breach that would give rise to losses by Singota…. Singota's requests are overly burdensome and do not match the level of potential harm suggested by the evidence. There is no basis for the Court to issue an injunction which is broader than Wendy Carroll's Employment Agreement, which remains in effect, and prohibits much of the activity and disclosure requested by the Plaintiffs. The Defendants have agreed to allow access to

> the Yahoo email account to ascertain the scope of access they have exercised over the documents. To the extent that such an examination may produce evidence suggesting that the Carrolls have not been forthright in their testimony and have accessed the documents, the Court may allow additional requests for discovery or injunctive relief based on the information gleaned from the investigation.

Appellant's App. Vol. II pp. 15–16.

[17] Again, the trial court's conclusions are supported by the record. There is nothing to suggest that Wendy has accessed or shared the documents after emailing them to her personal account. There is no evidence of any actual harm suffered by Singota. Wendy remains unemployed and did not use any of the information contained in the emails in an attempt to obtain new employment or to poach clients from Singota. Wendy has agreed to allow Singota to access the email account in question so to verify that she has not shared or downloaded the allegedly confidential information. Given the Carrolls' current financial circumstances, requiring them to pay for the forensic evaluation of their email account and devices would seemingly place a much greater burden on the Carrolls than the threatened injury to Singota.

[18] Based on the record before us, we cannot say that the trial court's determination is contrary to law. *See M.K. Plastics*, 838 N.E.2d at 1074–75 ("A judgment is contrary to law only if the evidence in the record, along with all reasonable inferences, is without conflict and leads unerringly to a conclusion opposite that reached by the trial court."). Like the trial court, we are unconvinced that the

threatened injury to Singota outweighs the potential harm to the Carrolls. As such, we conclude that the trial court did not abuse its discretion in denying Singota's requestion for a preliminary injunction under the IUSTA against Wendy.

II. Breach of Contract Claim

[19] At the outset, we observe that in raising its breach of contract claim, Singota requested the same injunctive relief as discussed above. The trial court noted that the requested relief seemingly went beyond that allowed under the terms of the Employment Agreement, *i.e.*, a ruling that would prohibit Wendy from working in her area of experience for one year. We agree with the trial court that "[t]here is no basis for the Court to issue an injunction which is broader than [Wendy's] Employment Agreement." Appellant's App. Vol. II p. 16.

[20] Again, Singota's breach of contract claim applied only to Wendy. While Wendy may have violated the terms of her Employment Agreement by emailing certain documents to herself, Singota was required to prove more than just this fact alone in order to receive a preliminary injunction against Wendy. The same factors apply to Singota's request for a preliminary injunction in connection to its breach of contract claim as were discussed above in relation to Singota's IUTSA claims. *See M.K. Plastics*, 838 N.E.2d at 1075.

[21] The trial court's conclusions relating to Wendy cited above also apply to Singota's breach of contract claim. As we stated above, the trial court's conclusions are supported by the record. As such, based on the record before

us, we cannot say that the trial court's determination is contrary to law. *See id.* at 1074–75 ("A judgment is contrary to law only if the evidence in the record, along with all reasonable inferences, is without conflict and leads unerringly to a conclusion opposite that reached by the trial court."). The trial court, therefore, did not abuse its discretion in denying Singota's request for a preliminary injunction against Wendy.

[22] The judgment of the trial court is affirmed.

Crone, J., and Tavitas, J., concur.