

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	
ASSIGNMENT DESK WORKS, LLC,)	
)	
Plaintiff,)	SUMMONS
)	
vs.)	
)	
ALEXIS BERG,)	
)	
Defendant.)	
<hr/>		DOCKET NO. 2025-CP-10-_____

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, Saxton & Stump, LLC, at their offices at 151 Meeting Street, Suite 400, Charleston, South Carolina, 29401, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgement by default will be rendered against you for the relief demanded in the Complaint.

SAXTON & STUMP, LLC

By: s/ Rene Stuhr Dukes
 Rene Stuhr Dukes, Esq.
 151 Meeting Street, Suite 400
 Charleston, SC 29401
 (843) 386-4885
rdukes@saxtonstump.com

Attorney for Plaintiff

May 7, 2025
 Charleston, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	
ASSIGNMENT DESK WORKS, LLC,)	
)	
Plaintiff,)	COMPLAINT
)	
vs.)	
)	
ALEXIS BERG,)	
)	
Defendant.)	DOCKET NO. 2025-CP-10-

The Plaintiff, Assignment Desk Works, LLC, by and through their attorney, complaining of the Defendant, alleges and states as follows:

JURISDICTION AND VENUE

1. Plaintiff Assignment Desk Works, LLC, (ADW) is a limited liability company organized and existing under the laws of the State of South Carolina, with its principal place of business in Charleston County, South Carolina. ADW is owned by Patrick Bryant and Shawn Moffatt.

2. Upon information and belief, Defendant Alexis Berg (Berg), is a citizen and resident of Warroad, Minnesota. She is a former citizen and resident of Charleston County, South Carolina, and a former employee of Plaintiff.

3. The events that gave rise to this action occurred, in part, in Charleston County, South Carolina

4. This Court has personal jurisdiction over the parties, subject matter jurisdiction over the issues involved in this case, and venue is proper in Charleston County, South Carolina.

FACTUAL BACKGROUND

5. Plaintiff and Defendant previously entered into a Settlement Agreement and Release (Agreement) resolving prior litigation in the case of *Cockman et al. v. Assignment Desk*

Works, LLC, et al., Civil Action No. 2:19-v-3082-BHH.

6. As a material term of the Agreement, Defendant was subject to a non-disparagement clause relating to ADW. Specifically, the Agreement states: “Each of the Plaintiffs agrees not to disparage or engage in disparaging conduct or defame, publicly or privately, any of the Defendants....”¹

7. Also, in entering into the Agreement, Defendant expressly waived all claims against ADW and its “past or present affiliates, directors, officers, employees, subsidiaries, agents, representatives....”

8. Despite and in violation of this restraint against non-disparagement, Defendant made false and disparaging statements about ADW’s co-founder and managing member, Patrick Bryant, to third parties.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

9. Plaintiff hereby repeats and realleges each and every allegation contained above as fully as if set forth herein verbatim.

10. The parties entered into a binding and enforceable Agreement with Plaintiff which included a mutual non-disparagement clause.

11. Defendant breached the Agreement by making disparaging statements about Plaintiff and its directors, operators, and agents.

12. As a direct and proximate result of Defendant’s actions, Plaintiff has suffered damages, including but not limited to financial and reputational harm.

FOR A FIRST CAUSE OF ACTION
(Injunctive Relief)

¹ ADW and Shawn Moffatt were the Defendants in the action in federal court. Patrick Bryant was dismissed as a Defendant because he, in his individual capacity, was not an employer under the Federal Labor Standards Act, even though he owned a large majority of ADW.

13. Plaintiff hereby repeats and realleges each and every allegation contained above as fully as if set forth herein verbatim.

14. Plaintiff is suffering and will continue to suffer immediate and irreparable harm should Defendant not be enjoined from continuing to make disparaging comments about Plaintiff, its directors, operators, and agents.

15. Accordingly, Plaintiff is entitled to a preliminary and permanent restraining the Defendant or anyone acting in concert or participation with Defendant to cease and desist from her disparagement of Plaintiff, its directors, operators, and agents.

16. Without such injunctive relief, Plaintiff will suffer ongoing irreparable harm.

WHEREFORE, the Plaintiff prays for judgment as follows:

- A. Plaintiff be awarded actual damages, including prejudgment interest;
- B. Temporary and permanent injunctive relief;
- C. Plaintiff be awarded attorney's fees and the cost and disbursements of this action, as allowed by law;
- D. For such other and further relief as this Honorable Court may deem just and proper.

SAXTON & STUMP, LLC

By: s/ **Rene Stuhr Dukes**

Rene Stuhr Dukes, Esq.
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 386-4885
rdukes@saxtonstump.com

Attorney for Plaintiff

May 7, 2025
Charleston, South Carolina