



Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW | Washington, DC 20036 | tel 202.663.8000 | fax 202.663.8007

Matthew J. MacLean
tel: +1.202.663.8183
matthew.maclean@pillsburylaw.com

April 30, 2024

By Email and FedEx

Randy Cheek
2414 Magnolia Ave
Petaluma, CA 94952
Randy.cheek@gmail.com

Adrian Withy
225 Babette Ct
Pleasant Hill, CA 94523
adrian@withy.io

Re: Cease and Desist Use of Xona Systems, Inc.'s Confidential Information

Mr. Cheek and Mr. Withy:

I represent Xona Systems, Inc. (“Xona”). It has come to our attention that on March 21, 2024, ten days after Mr. Cheek’s termination from Xona on March 11, 2024, and two weeks *before* the effective date of Mr. Withy’s resignation on April 5, 2024, you registered the domain name “hyperport.io.” Less than one month later, on or about April 16, 2024, Mr. Cheek sent an unsolicited email to numerous Xona prospects and contacts, apparently using Xona’s customer list information, advertising Hyperport.io as a “stealth” startup “building the next generation of Secure Remote Access for OT,” which you claim to “leverage[e] advancements in Identity, Just in Time Authorization, zero-trust networking (NAC), Scalability, and Multisite distributions.”

This email sent to Xona prospects and contacts appears to describe solutions developed by Xona. If it is the case that you have developed similar solutions within a matter of weeks after your respective departures from Xona, it realistically can only have been by using, and therefore misappropriating, Xona technology and trade secrets.

In addition to constituting a misappropriation of trade secrets under the federal Defend Trade Secrets Act and the trade secrets acts of Virginia and California, misappropriation of Xona prospect lists and technology would constitute a breach of your respective Invention Assignment and Confidentiality Agreements, which require you to “keep and hold all such Proprietary Information in strict confidence and trust” and not to “use or disclose any Proprietary Information without the prior written consent of [Xona].” You are also required to

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abide by the following provision: “Upon termination of Obligor’s engagement with the Company, Obligor will promptly deliver to the Company all documents and materials of any nature pertaining to Obligor’s work with the Company and, upon Company request, will execute a document confirming Obligor’s agreement to honor Obligor’s responsibilities contained in this Agreement.”

Xona hereby demands that you cease and desist from any further use of Xona’s confidential information and trade secrets, specifically including Xona’s customer (prospect) and contact list information and Xona’s technology (including any of Xona’s technology that you may have participated in developing).

Xona further demands that each of you immediately return to Xona your Xona-issued computers and any other devices, files, and information in your possession, custody, or control containing Xona Proprietary Information. You must return all such information without causing any to be lost, damaged, deleted, destroyed, or altered in any way.

Finally, you are notified of your legal obligation to preserve all documents and information, including electronically stored information, relating in any way to your employment with Xona and your efforts in relation to Hyperport.io, and to take all steps necessary to ensure that any such information is not lost, damaged, deleted, destroyed, or altered. If you fail to abide by this requirement, a court may award sanctions against you for spoliation of evidence.

Please respond by May 7, 2024, confirming that you received this letter and that you will abide by it, and returning your Xona-issued computers and any other devices, files, and information containing Xona Proprietary Information. The computers and all other items should be sent to:

Xona Systems
7526 Connelley Drive
Suite H
Hanover, Maryland 21076

Very truly yours,

/s/ Matthew J. MacLean

Matthew J. MacLean