

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

SSI (US), INC., d/b/a SPENCER STUART
Plaintiff
v.
FRANÇOIS P. TRUC and KORN/FERRY INTERNATIONAL
Defendant

No. 2017CH04510
CALENDAR/ROOM 07
TIME 00:00
Injunction

CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

- 0005 [] Administrative Review
0001 [] Class Action
0002 [] Declaratory Judgment
0004 [x] Injunction

- 0007 [] General Chancery
0010 [] Accounting
0011 [] Arbitration
0012 [] Certiorari
0013 [] Dissolution of Corporation
0014 [] Dissolution of Partnership
0015 [] Equitable Lien
0016 [] Interpleader
0017 [] Mandamus
0018 [] Ne Exeat

- 0019 [] Partition
0020 [] Quiet Title
0021 [] Quo Warranto
0022 [] Redemption Rights
0023 [] Reformation of a Contract
0024 [] Rescission of a Contract
0025 [] Specific Performance
0026 [] Trust Construction
[] Other (specify)

FILED
2017 MAR 29 PM 12:18
DOROTHY BROWN

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Pro Se Only: [] I have read and agree to the terms of the Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

SSI (US), INC., d/b/a SPENCER STUART, a)
Delaware Corporation,)
)
Plaintiff,)
)
v.)
)
FRANÇOIS P. TRUC and KORN/FERRY)
INTERNATIONAL, a Delaware Corporation,)
)
Defendants.)

2017CH04510
No. CALENDAR/ROOM 07
TIME 00:00
Injunction

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff SSI (US), Inc. d/b/a Spencer Stuart ("Spencer Stuart"), for its Complaint for Injunctive Relief and Damages against Defendants Korn/Ferry International ("Korn Ferry") and François P. Truc ("Truc"), alleges as follows:

NATURE OF THE CASE

1. This is an action for relief from a persistent, well-orchestrated campaign of unfair competition by Truc, the former Head of Spencer Stuart's Global Automotive Practice, and Korn Ferry, a direct competitor of Spencer Stuart. Truc and Korn Ferry, through a systematic, concerted, and unlawful effort, are attempting to dismantle Spencer Stuart's Global Automotive Practice and move that business lock, stock, and barrel to Korn Ferry.

2. In furtherance of that deliberate scheme, Truc, in coordination with Korn Ferry, plotted and executed his defection from Spencer Stuart willfully and maliciously, with the intent of crippling Spencer Stuart's Global Automotive Practice and its ability to compete in that industry, while at the same time maximizing his ability to perform competitive work at Korn Ferry with entities and individuals with whom he had developed and cultivated professional

2017 MAR 29 PM 12:09
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CLERK OF COURT

CLERK OF THE CIRCUIT COURT - COOK COUNTY
CANTILE CHIEF CLERK - 01/29/2017 12:24PM
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Case No: 2017CH04510
COURT DATE: 01/09/2017 12:00PM
CALENDAR: 07

Base Filing Fee \$240.00
Document Storage \$25.00
Fotomation \$21.00
Law Library \$10.00
Application \$1.95
Court Services \$25.00
Children Waiting Rm \$10.00
Access Justice Fund \$2.00
e-Business \$9.00
CHECK NO: 18582
CHECK AMOUNT: \$368.00
CHANGE \$0.00

RECEIPT 0001 OF 0001
TRANSACTION TOTAL: \$368.00

THANK YOU

relationships during the course of, and as a result of, his employment at Spencer Stuart at Spencer Stuart's substantial expense.

3. Specifically, Truc, while still employed as a highly-compensated and trusted employee by Spencer Stuart and in coordination with Korn Ferry, solicited his underling, Pierre-Edouard Paquet ("Paquet"), to abruptly resign from Spencer Stuart and to work for Korn Ferry. Paquet, who refused to disclose to others at Spencer Stuart where he would be working and admittedly absconded with Spencer Stuart's confidential information, secretly and without authorization deleted, copied, and removed confidential and proprietary materials and information from Spencer Stuart's computer system in an effort to lay the groundwork for diverting searches and other valuable business opportunities properly belonging to Spencer Stuart to Korn Ferry. During this time, Truc, in anticipation of his own defection from Spencer Stuart to Korn Ferry, also unlawfully forwarded numerous highly confidential executive search documents to his personal email account. Truc, in coordination with Korn Ferry, would shortly thereafter abruptly resign ostensibly to work for a Spencer Stuart client, all the while fraudulently concealing that he was intending to work for Korn Ferry and that his tenure at the client was a subterfuge designed only to induce Spencer Stuart not to trigger his non-compete obligations. Indeed, in the two months he worked at the Spencer Stuart client, Truc was secretly working for the benefit of Korn Ferry while in possession of Spencer Stuart's confidential information he improperly retained following the end of his employment with Spencer Stuart. Notwithstanding their lack of forthrightness, dissembling, and outright lies to Spencer Stuart concerning their departures, Truc and Paquet have reconstituted themselves at Korn Ferry and are working on executive searches that are directly competitive with Spencer Stuart while utilizing Spencer Stuart's confidential information.

4. Despite its full awareness of Truc's legal and contractual obligations to Spencer Stuart, Korn Ferry has intentionally and unjustifiably caused and is causing Truc to breach those obligations in a campaign to overtake Spencer Stuart as a market leader in global automotive executive search industry. Indeed, Korn Ferry is continuing to act in concert with Truc to actively solicit Spencer Stuart employees and clients in clear violation of Truc's contractual obligations to Spencer Stuart.

5. As a result of the perfidious and unlawful acts described above, Spencer Stuart has suffered, and will continue to suffer, substantial monetary damages, as well as injuries not readily susceptible to calculation or fully compensable by monetary damages. Accordingly, in addition to an award of monetary damages, Spencer Stuart seeks an Order:

(i) enjoining Truc from any further use or disclosure of Spencer Stuart's confidential and proprietary business materials and information;

(ii) compelling Truc to return to Spencer Stuart all confidential and proprietary business materials and information of Spencer Stuart in his possession, custody, or control, including any hard copies and electronic copies thereof and materials derived therefrom;

(iii) enjoining Truc from continuing to breach his contractual restrictions by siphoning Spencer Stuart's employee workforce in an effort to transport Spencer Stuart's global automotive search practice to Korn Ferry;

(iv) enjoining Truc from continuing to breach his contractual restrictions and diluting and damaging the valuable goodwill and business reputation of Spencer Stuart by soliciting and serving the clients with which he developed professional relationships solely as a result of and in connection with his employment by Spencer Stuart; and

(v) enjoining Korn Ferry from further aiding and abetting or inducing Truc and Paquet to violate their confidentiality, non-competition, and non-solicitation obligations to Spencer Stuart.

Unless enjoined by the Court, Truc and Korn Ferry will continue to violate Spencer Stuart's contractual, statutory, and common law rights, cause irreparable injury to Spencer Stuart's business, and continue to compete unfairly with Spencer Stuart.

THE PARTIES

6. Spencer Stuart is a Delaware corporation with its principal place of business in Chicago, Illinois.

7. Korn Ferry is a Delaware corporation with its principal place of business in Los Angeles, California. Korn Ferry also operates out of an office located in Chicago, Illinois.

8. Truc is an individual and is a citizen of Illinois who resides upon information and belief, at 21622 Mockingbird Court, Kildeer, Illinois. Truc is the former leader of Spencer Stuart's Global Automotive Practice and was based in Spencer Stuart's Chicago office. Truc is currently working in Korn Ferry's Global Automotive Practice and is based in Korn Ferry's Chicago office.

RELEVANT NON-PARTY

9. Paquet is an individual and is a citizen of France, who resides, upon information and belief, in Paris, France. While employed by Spencer Stuart, Paquet worked in Spencer Stuart's Paris and Chicago offices. Paquet is currently working for Korn Ferry in its Global Automotive Practice and is based in Paris, France.

JURISDICTION AND VENUE

10. Jurisdiction is appropriate in Cook County because Truc is a resident of the State

of Illinois, he was employed by Spencer Stuart in this County, he committed tortious acts against Spencer Stuart in this County, and breached contractual obligations owed to Spencer Stuart in this County. Jurisdiction is also appropriate in Cook County because Korn Ferry is engaged in regular, substantial, and not isolated, activities within the State of Illinois, is registered to do business in Illinois, and is in fact actually doing substantial business in this County through an office located in this County. This Court also has personal jurisdiction over Korn Ferry because the claims stated against Korn Ferry arise from and are directly related to its contacts with and activities in this County.

11. Venue is proper in this Court because all or a substantial part of the events giving rise to these claims occurred in this County, including Truc's breaches and threatened breaches of duties owed to Spencer Stuart and Korn Ferry's efforts to interfere with those duties.

FACTUAL BACKGROUND

Spencer Stuart's Business

12. Spencer Stuart is one of the world's leading global executive search and leadership consulting firms, specializing in searches for top-level executives and board directors. The privately held firm operates in 56 offices in more than 30 countries.

13. Through its portfolio of services, Spencer Stuart has over 60 concentrated areas of expertise, including in the automotive industry. Indeed, Spencer Stuart offers executive search and leadership consulting for companies across automotive parts manufacturers and retailers; car, truck, and other vehicle original equipment manufacturers; automotive-related services; and connected car; infotainment, and software providers; and private equity funds investing in the automotive sector.

14. In conducting senior-level executive searches and board director appointments, Spencer Stuart has developed a range of proprietary tools and techniques to conduct rigorous

assessments of candidates' track records, knowledge, abilities, and potential.

15. Spencer Stuart's comprehensive proprietary executive assessment approach has led to immense success in the automotive industry. Spencer Stuart has access to more than 55,000 automotive executives across the globe and has conducted more than 500 senior-level executive searches and board director appointments over the past three years for the world's preeminent automotive organizations, including a certain major automotive client (hereafter, "The Automotive Client"), with whom Spencer Stuart has had a Master Services Agreement and from whom Spencer Stuart has generated millions of dollars in revenue.

Spencer Stuart Has Enacted Significant Measures to Safeguard its Sensitive Information

16. Spencer Stuart has expended, and continues to expend, millions of dollars and countless resources developing, maintaining, and updating the proprietary and confidential information used to provide leadership consulting and executive search services.

17. Spencer Stuart's confidential information and trade secrets are critical to its success. Accordingly, Spencer Stuart has implemented significant measures to maintain the confidentiality of such information, including requiring employees, such as Paquet and Truc, to sign confidentiality and non-disclosure agreements, implementing policies identifying company confidential information, prohibiting employee disclosure, and establishing safeguards against electronic and other disclosure.

18. In addition, Spencer Stuart requires employees to have an electronic proximity access card for physical building access; restricts access to confidential information to only those employees with a need to know such information; restricts access by non-employees to only those having specific authorization or permission; restricts computer access by user name and password and multi-factor authentication tokens; and restricts access to certain areas of its

facility to authorized employees only.

19. Spencer Stuart has also implemented and maintained numerous policies outlining its security measures and expectations concerning privacy and communications, including its Code of Conduct. During the period of Truc's and Paquet's employment with Spencer Stuart, the applicable Code of Business Conduct expressly required employees to hold in the strictest level of confidence Spencer Stuart and client confidential information during and after an employee's employment and strictly prohibited disclosures outside of Spencer Stuart. The Code of Conduct also instructed that electronic correspondence to clients and candidates should be sent using the secure e-mail address provided by Spencer Stuart.

Truc's Employment with and Contractual Obligations to Spencer Stuart

20. By letter dated February 11, 2008, Spencer Stuart extended Truc an offer of employment as a Consultant based in Chicago. As made clear in the offer letter, Truc was required to sign an agreement regarding confidentiality and non-solicitation/non-competition as a condition of employment. On February 24, 2008, Truc accepted Spencer Stuart's offer by countersigning the offer letter.

21. In consideration for his hiring by Spencer Stuart, Truc signed an Employee Agreement Regarding Confidentiality and Other Obligations ("Truc Employee Agreement") and a Non-Solicitation/Non-Competition Agreement ("Protective Agreement").

22. The written Protective Agreement contains a one-year non-competition clause as follows:

So long as you are employed by or performing services for the Company and for a period of twelve (12) months after the later of the completion of work done, services performed or the termination of your employment, . . . you will not render any services, directly or indirectly, as an employee, officer, consultant or in any other capacity, to any individual, firm, corporation or partnership which provides Executive Search, Internet recruiting, Internet based Board or CEO community of interest sites/services or other services which are competitive with

services by the Company or with services under development by the Company within the twelve (12) month period preceding the termination of your employment for any reason (the "Competitive Business"). . . . Nothing in this Agreement, however, shall prohibit you from becoming employed by, or otherwise rendering services to, an entity which has one or more divisions or operating units which engages in a Competitive Business so long as you do not, during the Restricted Period, have any involvement with, authority or responsibility for, the unit or operating division which engages in the Competitive Business.

23. The Protective Agreement further provides that Spencer Stuart has 30 days from the termination of Truc's employment to elect to enforce the covenant not to compete and, if it did so, it had to continue to pay Truc his base salary as of the date of his termination through the restricted period.

24. In the Protective Agreement, Truc also agreed to abide by a one-year client non-solicitation obligation as follows:

During your employment and for a period of twelve (12) months after the completion of work done, services performed or termination of employment for any reason, you will not, directly or indirectly, solicit in any way, aid in such solicitation or entice away from the Company any person, partnership, corporation or other entity who was a client or prospective client of the Company during the twelve (12) month period preceding your termination for any reason.

25. The Protective Agreement also contained a one-year employee non-solicit clause as follows:

So long as you are working or performing services for Spencer Stuart . . . and for a period of twelve (12) months after the completion of work done, services performed or termination employment for any reason, you shall not, directly or indirectly, by or for yourself, or as the employee of another, or through another as your employee, solicit for employment or employ or induce or advise to leave the Company's employ any Company employee, or any individual who was an employee of the Company within the six month period preceding the termination of your employment and you shall not assist others to do so.

26. Truc expressly agreed that the restrictions in the Protective Agreement were reasonable and necessary for the protection of the Company. Spencer Stuart is entitled to

injunctive relief in the event of a breach or threatened breach by Truc, who specifically acknowledged:

the restrictive covenants set forth herein are reasonable and necessary for the protection of the Company and that they may not be adequately enforced by an action for damages and that, in the event of a breach thereof by you, the Company shall be entitled to apply for and obtain injunctive relief in any court of competent jurisdiction to restrain the breach or threatened breach of such violation or otherwise to enforce specifically such provisions against such violation, without the necessity of the posting of any bond by the Company.

27. In signing the Truc Employee Agreement, Truc acknowledged and agreed:

In the course of work done or services performed for Spencer Stuart, [Truc] has had and may have access to information relating (but not limited) to technical, customer and business information in written, graphic, oral or other tangible or intangible forms, including but not limited to Spencer Stuart's clients, competitors, business, research, training manuals, accounting records, future plans, specifications, records, data, computer programs and documents, [and in particular, information described in Exhibit A] (herein collectively referred to as "Information") owned or controlled by Spencer Stuart. Such Information contains material which is proprietary or confidential in nature and involves the disclosure of copyrighted or potentially copyrightable software with respect to which copyrights may not have been filed or material which is subject to applicable laws regarding secrecy of communications or trade secrets.

28. The categories of Information enumerated in Exhibit A to the Truc Employee Agreement include Spencer Stuart's Worldwide Client List Database, Mailing List Database, Board of Directors' Database, Proprietary Training Manuals, and Confidential Candidate Reports and Resumes Received from Candidates and Prospects.

29. In signing the Truc Employee Agreement, Truc therefore agreed:

- a. That all such Information acquired hereunder is and shall remain Spencer Stuart's exclusive property, whether or not obtained, acquired or developed by [Truc];
- b. [Truc] is hereby informed of the confidential character of such Information and of the existence of applicable laws regarding secrecy of communications;

- c. To hold such Information in confidence and to restrict disclosure of and limit access to such Information to only authorized Employees or Contractors of Spencer Stuart, unless granted prior written approval by Spencer Stuart stating otherwise;
- d. Not to copy or publish or disclose such Information to others or authorize anyone else to copy or publish such Information to others without Spencer Stuart's prior written approval;
- e. To, on Spencer Stuart's request, return all such Information in written, graphic or other tangible form to Spencer Stuart;
- f. To use such Information only for purposes of fulfilling work performed for Spencer Stuart and for other purposes only upon terms as may in advance be agreed upon between [Truc] and Spencer Stuart in writing; and
- g. That [Truc's] commitment not to disclose such Information continues after completion of work done or services performed for Spencer Stuart.

30. Spencer Stuart is entitled to injunctive relief in the event of a breach by Truc, who specifically acknowledged:

[Truc] acknowledges that [he] has carefully read and considered the terms of this Agreement and that any breach of the conditions of this Agreement will cause serious and irreparable loss or damage to Spencer Stuart. Therefore, in the event of a breach of the conditions of this Agreement, Spencer Stuart will be entitled, without limitation, to any other remedies, equitable relief against [Truc], including, without limitation, any injunction to restrain [Truc] from such breach and to compel compliance with this Agreement in protecting or enforcing its rights and remedies.

31. In addition to the confidentiality obligations in Truc's Employee Agreement, Truc also expressly agreed to abide by ongoing confidentiality obligations within Spencer Stuart's Code of Conduct by executing acknowledgements dated April 12, 2010, and June 30, 2013.

32. The Protective Agreement and the Truc Employee Agreement are governed by New York law.

33. Truc's execution of the Protective Agreement and the Truc Employee Agreement

was knowing, willful, and informed.

34. Spencer Stuart has fully performed all of its obligations to Truc, including all conditions precedent under the Protective Agreement and the Truc Employee Agreement.

35. The Protective Agreement and the Truc Employee Agreement are supported by adequate consideration, are reasonable in scope, and are not more extensive than is reasonable and necessary for Spencer Stuart to protect its legitimate business interests, including but not limited to its confidential information and trade secrets, stable workforce, and client relationships.

36. Truc commenced his employment with Spencer Stuart on or about April 4, 2008, as a Consultant. Truc advanced in the Spencer Stuart organization throughout his employment, eventually ascending to become the leader of its Global Automotive Practice.

37. In this capacity, Truc oversaw Spencer Stuart's global search origination and execution for Spencer Stuart's Global Automotive Practice. His responsibilities included supervising the consultants and associates within the group. In this capacity, Truc had access to confidential, detailed reports regarding these consultants' performance metrics.

38. In connection with his involvement in numerous, high-level aspects of Spencer Stuart's global automotive search business, Truc was exposed to a broad range of highly sensitive information concerning Spencer Stuart's automotive search strategies and the proprietary executive assessment models used in furtherance of such strategies. For example, Truc had regular access to pending and prospective client searches, Spencer Stuart's Worldwide Client List Database, Mailing List Database, Board of Directors' Database, Confidential Candidate Reports, mapping data, organizational charts, and various proprietary industry-specific reports developed and/or purchased by Spencer Stuart. Truc was not authorized to share this

information with individuals who were not employed or retained by Spencer Stuart.

39. As the head of the Global Automotive Practice, Truc was also given access to and helped develop Spencer Stuart's substantial client, candidate, and employee relationships that he would not have had but for his employment with Spencer Stuart. Truc was responsible for cultivating these valuable relationships and developing and preserving the substantial goodwill that exists between Spencer Stuart and its clients and employees.

40. If a competitor obtained Truc's knowledge of Spencer Stuart's searches, clients, and candidates, it would potentially be able to use such information to eviscerate the competitive advantage that Spencer Stuart has spent years and millions of dollars developing. Indeed, given that Truc has the ability to map out the overall workings of Spencer Stuart's Global Automotive Practice and the specific searches it was working on, a competitor could use that information to replicate the very search strategies that are the core of Spencer Stuart's global automotive search business. Moreover, a competitor with access to Spencer Stuart's list of client and candidate contacts would have an unfair competitive advantage because it would not have to devote the substantial time and cost required to compile and to develop such information and could quickly gain access to clients and candidates that otherwise might not be possible.

41. Truc was well compensated by Spencer Stuart in exchange for the valuable services he provided. Indeed, Truc's collective compensation for fiscal years 2015-2016 alone equaled roughly \$4 million.

Paquet's Employment with and Confidential Obligations to Spencer Stuart

42. Spencer Stuart hired Paquet as an associate in its Global Automotive Practice in February 11, 2010, in its Paris, France office.

43. On or around October 20, 2014, Paquet was assigned and hired into Spencer Stuart's Chicago, Illinois office, and worked closely under the supervision of Truc.

44. In consideration for Paquet's reassignment and continued employment by Spencer Stuart, Paquet executed a written Employee Agreement Regarding Confidentiality and other Obligations, in which Paquet agreed to only use Spencer Stuart's confidential information to fulfill his work duties and to not disclose such information outside of Spencer Stuart.

45. As a Senior Associate in Spencer Stuart's Global Automotive Practice, Paquet had regular direct contact with Spencer Stuart clients and candidates, and was involved in developing customized position and candidate specifications, conducting targeted research to determine search strategy, conducting rigorous competency-based interviews with candidates, performing in-depth executive assessments and analyses, and presenting candidates to the client.

46. In connection with his duties, Paquet participated in the development and cultivation of Spencer Stuart's substantial client and candidate relationships and was exposed to a broad range of highly sensitive information, including Spencer Stuart's search strategies, pending and prospective searches, Spencer Stuart's Worldwide Client List Database, Mailing List Database, and Board of Directors' Database, Confidential Candidate Reports, mapping data, organizational charts, and various proprietary industry-specific reports developed and/or purchased by Spencer Stuart. Paquet was not authorized to share this information with individuals who were not employed or retained by Spencer Stuart.

**Truc Breaches His Common Law and Contractual
Obligations to Spencer Stuart by Inducing Paquet to
Join Korn Ferry and Korn Ferry Induces Same**

47. In 2016, while still employed by Spencer Stuart and in violation of his contractual obligations and his duty of loyalty to Spencer Stuart, Truc encouraged and advised Paquet to quit his employment with Spencer Stuart and join Korn Ferry's Global Automotive Practice with Truc.

48. Korn Ferry is a global executive search and talent management firm engaged in

the business of providing executive recruitment and talent management services. Korn Ferry often competes against Spencer Stuart for the procurement of executive searches, including in the global automotive industry.

49. The market for services of the type offered by Spencer Stuart and Korn Ferry is highly competitive, requiring a combination of pricing, market contacts, effective search strategies, and interpersonal skills for success. Revenue from a single successful search is in the hundreds of thousands of dollars.

50. On information and belief, Korn Ferry, with full awareness of Truc's contractual non-solicitation obligations, aided, encouraged, or otherwise induced Truc's solicitation of Paquet to leave the employ of Spencer Stuart to join Korn Ferry.

51. As a direct result of Truc's solicitation, on December 12, 2016, Paquet abruptly notified Spencer Stuart of his intention to resign effective December 15, 2016. Upon inquiries from Spencer Stuart, Paquet refused to disclose where he was going to work. Spencer Stuart learned shortly thereafter that Paquet left Spencer Stuart to work in Korn Ferry's Global Automotive Practice and would be based in its Paris, France office.

**Paquet Misappropriates Spencer Stuart's Confidential Information
and Attempts to Conceal the Same**

52. In furtherance of his intention to join Korn Ferry, shortly before and after giving notice of his resignation to Spencer Stuart, and in violation of his contractual and common law duties to Spencer Stuart, Paquet began secretly and without authorization to copy and to remove various confidential materials and information from Spencer Stuart's computer systems, and to appropriate such materials for use in his employment with Korn Ferry.

53. Indeed, in the days leading up to his departure from Spencer Stuart, Paquet sent a number of highly confidential documents to his personal email account of “ppaquet@laposte.net.”

54. On December 7, 2016, Paquet sent to his personal email account a Progress Report for an ongoing VP Aftersales search for The Automotive Client. The report contained a confidential list of prospects for a search and identified their contact information, educational backgrounds, and career histories.

55. Similarly, on December 14, 2016, the day before the termination of his employment, Paquet forwarded to his personal account two highly confidential progress reports prepared by, among others, Paquet and Truc, for ongoing executive-level searches for The Automotive Client. The first report was related to The Automotive Client’s search for a Vice President, Powertrain Performance, Control and Tuning. The report identified two candidates, two interested prospects, 23 potential prospects, and 58 prospects who were eliminated.

56. The second report was for an ongoing search related to The Automotive Client’s search for a Vice President, Powertrain Projects. The report identified two proposed candidates, 10 interested prospects, 44 potential prospects, and 20 prospects eliminated.

57. Each report included a comprehensive profile for each candidate and prospect, which included educational background, languages, and career history.

58. In another email to his personal account on December 14, 2014, Paquet forwarded two candidate reports on the finalists for The Automotive Client’s search for a Vice President, Powertrain Projects. These reports were prepared using Spencer Stuart’s proprietary candidate assessment tools and contained, among other things, comprehensive information and analyses concerning the candidates’ areas of strength against ideal experience; areas of strength against

critical competencies, including detailed reports on technical vision and process orientation, and collaboration and leadership; potential gaps versus the search specification; career transitions; and recruitment considerations.

59. Each of the reports that Paquet forwarded to his personal email account without authorization were highly confidential and of significant value. Indeed, each was expressly designated as confidential and stated: "This document and the information contained within is confidential and is provided to the named recipient. . . . Distribution or reproduction of this document and/or its contents is strictly prohibited."

60. Paquet had no legitimate purpose for sending the reports to his personal email account in anticipation of his departure.

61. The reports would be a great value to Spencer Stuart's competitors, including Korn Ferry.

62. On information and belief, Paquet has used and/or disclosed the information that he misappropriated from Spencer Stuart in the course of his employment for Korn Ferry.

63. In the days before his resignation, Paquet also connected two personal USB devices to his Spencer Stuart-issued computer and migrated and/or attempted to migrate work-related files.

64. Throughout the course of his scheme to pirate Spencer Stuart's confidential information, Paquet took extraordinary measures to conceal his faithless and illegal acts from Spencer Stuart, and to deliberately mislead Spencer Stuart of his intentions, erasing evidence of his scheme, by, among other things, deleting thousands of emails and other communications from Spencer Stuart's computer system.

65. Between December 7, 2016, and his termination on December 15, 2016, Paquet deleted thousands of work-related files from his Spencer Stuart-issued computer, with a high volume of the deletions occurring on Wednesday, December 7, and Sunday, December 11. Paquet transferred such files to his computer's recycle bin and then emptied the recycle bin in an effort to wipe all traces of such files.

66. Unbeknownst to Paquet, the deleted files were remained identifiable through the use of computer forensic techniques conducted by an outside computer forensic expert, who was engaged by Spencer Stuart to discover the extent and consequences of Paquet's unauthorized activities and damage to the integrity of Spencer Stuart's data.

67. On the date of his termination, Paquet was confronted by Spencer Stuart's General Counsel about Paquet's unauthorized transfer of Spencer Stuart's confidential information to his personal email account and his connection of a USB device to his computer and unauthorized migration of work-related documents to the USB.

68. In response, Paquet claimed that he only transferred personal documents and refused to hand over his USB drive for inspection.

69. On the following day, December 16, 2016, Paquet sent an email to Spencer Stuart's General Counsel, tacitly conceding that he transferred work-related documents to a personal USB device and to his personal email, but represented that he deleted all such documents.

70. Upon information and belief, Paquet remains in possession of Spencer Stuart's confidential information that he accessed and retained without authorization and is using such information in the course of his employment with Korn Ferry.

71. The termination of his employment did not stop Paquet from contacting a candidate involved in an ongoing Spencer Stuart search for The Automotive Client. On December 21, 2016, nearly a week after his termination of employment from Spencer Stuart, Paquet, from his personal email account and copying Truc, responded to an email from a search finalist regarding his interviews with The Automotive Client, to which Paquet stated that he would try to call the candidate the following day.

72. While Paquet refused to disclose the identity of his new employer upon inquiry from Spencer Stuart, Truc at all relevant times was aware that Paquet was joining Korn Ferry, and indeed actively encouraged and advised Paquet to make the career move. On December 24, 2016, nearly two weeks after Paquet's abrupt resignation, Truc emailed Paquet to see if he had disclosed his Korn Ferry employment with others at Spencer Stuart, stating: "Did you tell Coplen you were going to Korn? She is apparently going saying that."

Truc's Fraudulent Concealment of His Intention to Work for Korn Ferry, Breach of His Contractual Obligations, and Korn Ferry's Inducement of the Same

73. In late 2016, Truc devised a scheme to leave Spencer Stuart and join Korn Ferry.

74. Korn Ferry is and was at all relevant times aware of Truc's Protective Agreement and the restrictive covenants contained therein, including the one-year non-competition and non-solicitation restrictions.

75. Korn Ferry is a "Competitive Business" as that term is defined in the Protective Agreement.

76. On December 16, 2016, just one day after Paquet resigned from Spencer Stuart to join Korn Ferry, Truc submitted his resignation to Spencer Stuart's CEO. Truc indicated he was leaving Spencer Stuart to join The Automotive Client as its Head of Executive Recruiting and Strategic Projects.

77. While tendering his resignation, Truc was adamant that he would not be working for a competitor of Spencer Stuart, such as Korn Ferry.

78. At the time of his resignation, Truc intentionally omitted the fact that he was only joining The Automotive Client temporarily, as a ruse to influence Spencer Stuart not to elect to enforce the non-competition restriction in his Protective Agreement and that he was planning on joining Korn Ferry's Global Automotive Practice soon after the election period expired.

79. Indeed, after his resignation, Truc bragged to other participants in the industry that his period of employment at The Automotive Client was a subterfuge to run out Spencer Stuart's non-competition election period. Indeed, while at The Automotive Client, in coordination with Paquet and Korn Ferry and in breach of the non-solicitation obligations in his Protective Agreement, Truc worked on searches for The Automotive Client on behalf of Korn Ferry.

80. Spencer Stuart reasonably and justifiably relied on Truc's affirmative representation that he was leaving Spencer Stuart to join The Automotive Client and his intentional omission that he was in fact planning on working for Korn Ferry when it decided to not elect to enforce Truc's non-competition obligations at the time of his resignation.

81. Had Truc announced his intention of working for Korn Ferry, Spencer Stuart would have elected to enforce Truc's non-competition obligation set forth in his Protective Agreement, which would have prevented Truc from performing competitive services for Korn Ferry for a period of one year.

82. Upon information and belief, Korn Ferry aided in Truc's plan to fraudulently conceal his intention of joining Korn Ferry by assisting Truc in securing temporary employment with The Automotive Client and not disclosing Truc's impending Korn Ferry employment.

83. On March 1, 2017, just two months after Truc left Spencer Stuart, Korn Ferry announced that Truc was joining Korn Ferry's Global Automotive Practice in its Chicago office.

84. On March 28, 2017, Spencer Stuart notified Truc, through his attorney, that it was electing to enforce the remainder of Truc's non-competition restriction. In connection with this notification, Spencer Stuart offered to continue to pay Truc's Spencer Stuart base salary for the duration of the restricted period, as well as an additional payment of no less than \$200,000.

85. Truc rejected Spencer Stuart's demand and remains in active employment by Korn Ferry. In his employment at Korn Ferry, Truc will render services, directly or indirectly, to a Competitive Business in connection with searches that are, or would be, in actual competition, with Spencer Stuart, and such rendering of services will potentially involve the disclosure or use of Spencer Stuart's confidential and trade secret information. Therefore, Truc's employment in Korn Ferry's Global Automotive Practice violates the Protective Agreement and the Truc Employee Agreement.

86. Upon information and belief, in his employment with Korn Ferry and in coordination with Korn Ferry, Truc has solicited and provided services to Spencer Stuart clients in breach of the client non-solicitation obligations in his Protective Agreement.

87. Upon information and belief, Truc and Korn Ferry's improper solicitation of Spencer Stuart clients is ongoing.

88. The continued improper solicitation of Spencer Stuart clients by Truc and Korn Ferry puts Spencer Stuart's legitimate protectable interests at grave risk, including its confidential information; trade secrets; goodwill; and customer relationships, particularly in its Global Automotive Practice.

89. The continued improper solicitation of Spencer Stuart's clients by Truc and Korn Ferry has caused and will continue to cause irreparable harm for which no adequate remedy at law exists.

90. As a direct and proximate result of Truc's fraudulent concealment and breach of the Protective Agreement, Spencer Stuart has suffered and will continue to suffer substantial injuries and damages.

Truc Misappropriates Spencer Stuart's Confidential Information in Breach of His Common Law and Contractual Obligations to Spencer Stuart

91. In furtherance of his intention to join Korn Ferry, shortly before giving notice of his resignation to Spencer Stuart, and in violation of his contractual and common law duties to Spencer Stuart, Truc began without authorization sending Spencer Stuart's confidential information and materials to his personal email account of f_truc@yahoo.com in order to appropriate such materials for use in his employment with Korn Ferry.

92. For example, on November 29, 2016, Truc forwarded to his personal account two highly confidential progress reports prepared by, among others, Paquet and Truc, for ongoing executive-level searches for The Automotive Client. The first report related to The Automotive Client's search for a Vice President, Powertrain Performance, Control and Tuning. The report included comprehensive profiles of two candidates, seven interested prospects, and 67 potential prospects.

93. The second report was for an ongoing search related to The Automotive Client's search for a Vice President, Powertrain Projects. The report included comprehensive profiles of two proposed candidates, two interested prospects, and 23 potential prospects.

94. The next day, on November 30, 2016, Truc forwarded to his personal email account an organizational chart from The Automotive Client, which was designated as “Confidential” by The Automotive Client.

95. On December 9, 2016, Truc sent to his personal email account a progress report for an ongoing VP Aftersales search for The Automotive Client. The report detailed Spencer Stuart’s “key findings,” outlined Spencer Stuart’s comprehensive search strategy for the position, and included a comprehensive profile for each prospect.

96. On December 5, 2016, forwarded to his personal email account confidential materials from Spencer Stuart’s Enhanced Search Training Workshop, including (i) Spencer Stuart’s proprietary framework for assessing candidate’s leadership capability, which was labeled for “Internal Use Only”; (ii) a new position specification template, which was labeled “Confidential”; (iii) a new candidate report template, which was labeled “Confidential”; and (iv) examples of search strategy, position specification, and candidate report generation.

97. On December 14, 2016, just two days before Truc announced his abrupt resignation, Truc sent to his personal email account updated progress reports for The Automotive Client’s Vice President, Powertrain Projects and Vice President, Powertrain Performance, Control and Tuning searches.

98. In another email to his personal account on December 14, 2014, Truc forwarded to his personal email details about an upcoming interview between The Automotive Client and a finalist for its Vice President, Powertrain Projects search.

99. Truc had no legitimate purpose for sending the confidential progress reports, search documents, and training workshop documents to his personal email account in anticipation of his departure.

100. Indeed, each of the progress reports that Truc forwarded to his personal email account without authorization were highly confidential and of significant value. Indeed, each was expressly designated as confidential and stated: “This document and the information contained within is confidential and is provided to the named recipient. . . . Distribution or reproduction of this document and/or its contents is strictly prohibited.”

101. The reports, search documents, and training materials would be a great value to Spencer Stuart’s competitors, including Korn Ferry.

102. In connection with his resignation, Truc acknowledged that he also had Spencer Stuart’s confidential information relating to other clients, which he indicated he was going to inventory and return or delete. To date, Truc has yet to return any such confidential information or provide Spencer Stuart with an inventory of the same.

103. On information and belief, Truc has used and/or disclosed the information that he misappropriated from Spencer Stuart in the course of his employment for Korn Ferry.

104. Upon information and belief, Truc remains in possession of Spencer Stuart’s confidential information that he accessed and retained without authorization and is using such information in the course of his employment with Korn Ferry.

Korn Ferry and Truc Act in Concert to Violate Truc’s Non-Solicitation Obligations through Korn Ferry’s Attempts to Recruit Other Spencer Stuart Employees

105. In addition to Truc and Paquet, Korn Ferry has recently attempted to recruit and to hire numerous Spencer Stuart employees, notwithstanding their contractual obligations to Spencer Stuart.

106. In early 2017, Korn Ferry hired Spencer Stuart employee Peter Bogin, who, like Truc, was subject to an enforceable non-competition restriction governed by New York law. In an effort to circumvent and interfere with Bogin’s valid non-competition agreement, Bogin and

Marat Fookson, Korn Ferry's Vice President of Global Compensation and Benefits, discussed an extraordinary ruse under which, to attempt to avoid the application of New York law, Bogin would move to California, obtain a California driver's license, and pay taxes in California.

107. In early 2017, Anahita Kagti, a junior researcher in Spencer Stuart's Global Automotive Practice who worked closely with Truc in Spencer Stuart's Chicago office, was recruited and hired by Korn Ferry.

108. Upon information and belief, Truc, in coordination with Korn Ferry, directly or indirectly solicited Kagti to join Korn Ferry and now works closely with Kagti in Korn Ferry's Global Automotive Practice.

109. In addition to the foregoing successful solicitation attempts, Korn Ferry unsuccessfully attempted to recruit and hire another executive search consultant in Spencer Stuart's industrial practice.

110. Upon information and belief, Truc, in coordination with Korn Ferry, directly or indirectly solicited this consultant to join Korn Ferry and Truc, in violation of Truc's non-solicitation obligations.

111. Truc acquired knowledge of Kagti and this consultant during his employment with Spencer Stuart.

112. Upon information and belief, Truc and Korn Ferry's improper solicitation of Spencer Stuart employees is ongoing.

113. The continued improper solicitation of Spencer Stuart employees by Truc and Korn Ferry puts Spencer Stuart's legitimate protectable interests at grave risk, including its confidential information; trade secrets; goodwill; customer relationships; and its interest in maintaining a stable workforce of employees, particularly in its Global Automotive Practice.

114. The continued improper solicitation of Spencer Stuart's employees by Truc and Korn Ferry has caused and will continue to cause irreparable harm for which no adequate remedy at law exists.

COUNT I
BREACH AND THREATENED BREACH OF THE TRUC PROTECTIVE AGREEMENT
(AGAINST TRUC ONLY)

115. Spencer Stuart realleges and restates paragraphs 1-114 as if fully restated herein.

116. The written Protective Agreement signed by Truc is a valid and enforceable contract entered into in exchange for good and valuable mutual consideration.

117. The restrictive covenants in the written Protective Agreement are reasonably necessary to protect Spencer Stuart's legitimate protectable business interests and are reasonable in terms of scope.

118. Spencer Stuart has fully performed every material obligation it owes to Truc under the Protective Agreement.

119. The Protective Agreement prohibits Truc, for a period of one year after the termination of his Spencer Stuart employment, from (a) upon Spender Stuart's election, engaging in a Competitive Business for one year, (b) soliciting Spencer Stuart employees to leave the employ of Spencer Stuart, and (c) soliciting Spencer Stuart clients.

120. Korn Ferry is a "Competitive Business," as that term is defined in the Protective Agreement.

121. Spencer Stuart has elected to enforce Truc's non-competition obligations as set forth in the Protective Agreement.

122. Truc has breached and threatens to continue breaching his Protective Agreement by, among other wrongful acts, (a) working for Korn Ferry in a similar capacity to that which he had at Spencer Stuart, and by providing services to, and having responsibilities at, Korn Ferry

that are similar to those he had during his employment with Spencer Stuart, (b) taking part in the solicitation of Spencer Stuart employees, including Paquet, and (c) taking part in the solicitation of Spencer Stuart clients, including The Automotive Client.

123. Spencer Stuart has suffered, and will continue to suffer, damages as a result of Truc's breaches.

124. Unless Truc is enjoined from violating the terms of the Truc Protective Agreement, Spencer Stuart will suffer irreparable and incalculable harm, including the loss of goodwill, client relationships, and the stability of its workforce. No adequate remedy at law exists for this breach.

COUNT II
BREACH AND THREATENED BREACH OF THE TRUC EMPLOYEE AGREEMENT
(AGAINST TRUC ONLY)

125. Spencer Stuart realleges and restates paragraphs 1–124 as if fully restated herein.

126. The Employee Agreement signed by Truc is a valid and enforceable contract.

127. Spencer Stuart has fully performed every obligation it owes to Truc under the Employee Agreement.

128. The Employee Agreement prohibits Truc from using or disclosing Spencer Stuart's confidential information.

129. Upon information and belief, Truc has breached and threatens to continue breaching his Employee Agreement by using or disclosing Spencer Stuart's confidential information on behalf of Korn Ferry.

130. Spencer Stuart has suffered, and will continue to suffer, damages a result of Truc's breaches.

131. Unless Truc is enjoined from violating the Employee Agreement, Spencer Stuart will suffer irreparable and incalculable harm, including the loss of proprietary and confidential

information for which it can never be compensated. No adequate remedy at law exists for this breach.

COUNT III
TORTIOUS INTERFERENCE WITH CONTRACT – TRUC PROTECTIVE AGREEMENT
(AGAINST KORN FERRY ONLY)

132. Spencer Stuart realleges and restates paragraphs 1–131 as if fully restated herein.

133. Truc’s Protective Agreement is a valid and enforceable contract.

134. Korn Ferry is and was at all relevant times aware of Truc’s Protective Agreement and the restrictive covenants contained therein.

135. Korn Ferry intentionally and unjustifiably induced and/or is threatening to induce Truc to breach the Truc Protective Agreement by, among other wrongful acts, aiding and abetting, persuading, encouraging, inciting, and/or causing Truc (a) to engage in competition with Spencer Stuart in violation of his contractual non-competition obligations, (b) to solicit and/or to attempt to solicit Spencer Stuart clients in violation of his contractual non-solicitation obligations, and (c) to solicit and/or to attempt to solicit Spencer Stuart employees to leave Spencer Stuart’s employ in violation of his contractual non-solicitation obligations.

136. As a result of Korn Ferry’s tortious interference and inducement, Truc has breached and will continue to breach the Truc Employee Agreement and Protective Agreement by, among other wrongful acts, (a) engaging in competition with Spencer Stuart as an employee of Korn Ferry in violation of his contractual non-competition obligations, (b) directly, and/or indirectly through intermediaries, soliciting Spencer Stuart clients in violation of his contractual non-solicitation obligations, and (c) directly, and/or indirectly through intermediaries, soliciting Spencer Stuart employees in violation of his contractual non-solicitation obligations.

137. Spencer Stuart has suffered, and will continue to suffer, damages because of Korn Ferry's conduct.

138. Unless Korn Ferry is enjoined from tortiously interfering with the Truc Employee Agreement and Protective Agreement, Spencer Stuart will be irreparably harmed. No adequate remedy at law exists for this tortious interference.

COUNT IV
TORTIOUS INTERFERENCE WITH CONTRACT – TRUC EMPLOYEE AGREEMENT
(AGAINST KORN FERRY ONLY)

139. Spencer Stuart realleges and restates paragraphs 1–138 as if fully restated herein.

140. Truc's Employee Agreement is a valid and enforceable contract.

141. Korn Ferry is and was at all relevant times aware Truc's Employee Agreement and the restrictive covenants contained therein.

142. Korn Ferry intentionally and unjustifiably induced and/or is threatening to induce Truc to breach the Truc Employee Agreement by, among other wrongful acts, knowingly and intentionally placing Truc in a position in which he would violate his confidentiality obligations to Spencer Stuart.

143. As a result of Korn Ferry's tortious interference and inducement, Truc has breached and will continue to breach the Truc Employee Agreement by, among other wrongful acts, using or disclosing Spencer Stuart's confidential and proprietary business information learned while in the employ of Korn Ferry.

144. Spencer Stuart has suffered, and will continue to suffer, damages because of Korn Ferry's conduct.

145. Unless Korn Ferry is enjoined from tortiously interfering with the Truc Employee Agreement, Spencer Stuart will be irreparably harmed. No adequate remedy at law exists for this tortious interference.

COUNT V
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
(AGAINST KORN FERRY ONLY)

146. Spencer Stuart realleges and restates paragraphs 1–144 as if fully restated herein.

147. Prior to the wrongful conduct of Spencer Stuart, Spencer Stuart enjoyed an ongoing employment relationships with Truc and Paquet and had a reasonable expectancy that these employment relationships would continue.

148. Korn Ferry knew or should have known that Spencer Stuart had a reasonable expectancy regarding its employment relationships with Truc and Paquet.

149. Korn Ferry intentionally, maliciously, and in bad faith interfered with Spencer Stuart's employment relationships with Truc and Paquet in a scheme to interfere with Spencer Stuart's contractual relations with its former employees, induce Spencer Stuart employees to breach their fiduciary duties, and cause Spencer Stuart employees fraudulently to mislead and to deceive Spencer Stuart.

150. Upon information and belief, Korn Ferry will continue to solicit remaining Spencer Stuart employees in Spencer Stuart's Global Automotive Practice to terminate their employment relationship with Spencer Stuart to join Korn Ferry's competing business, further disrupting Spencer Stuart's Global Automotive Practice.

151. Spencer Stuart has been, is, and will continue to be damaged by Korn Ferry's conduct.

152. As a direct and proximate result of Korn Ferry's acts of tortious interference with Spencer Stuart's relationships with its employees, Spencer Stuart has suffered and will continue

to suffer an imminent risk of further irreparable harm, including but not limited to the loss of valuable employee relationships with trained employees and damage to Spencer Stuart's reputation and goodwill, for which Spencer Stuart has no adequate remedy at law.

COUNT VI
BREACH OF DUTY OF LOYALTY
(AGAINST TRUC ONLY)

153. Spencer Stuart realleges and restates paragraphs 1–152 as if fully restated herein.

154. Truc, as an employee of Spencer Stewart, owed a duty of loyalty to Spencer Stuart. That duty included the obligation to deal honestly, loyally, fairly and openly with Spencer Stuart and to not usurp business opportunities and clients or to solicit Spencer Stuart employees to resign in favor of competitive employment.

155. Truc breached his duty of loyalty to Spencer Stuart by, among other wrongful acts, (a) failing to devote his entire time, energy, attention, and loyalty to the business of Spencer Stuart, and (b) soliciting, encouraging, or inducing Spencer Stuart employees, including Paquet, to terminate their employment with Spencer Stuart in order to join Korn Ferry while Truc was still employed by Spencer Stuart, (c) improperly acquiring Spencer Stuart's proprietary and confidential information for the benefit of Korn Ferry; and (d) preparing to divert Spencer Stuart clients and business to Korn Ferry while still employed by Spencer Stuart.

156. Truc's breaches were intentional, willful, and without just cause.

157. By reason of the foregoing, Truc has directly and proximately caused injury to Spencer Stuart, and Spencer Stuart has suffered, and continues to suffer, substantial injury as a result of Truc's actions.

COUNT VII
INDUCING BREACH OF DUTY OF LOYALTY
(AGAINST KORN FERRY ONLY)

158. Spencer Stuart realleges and restates paragraphs 1–157 as if fully restated herein.

159. Korn Ferry, being fully aware and in complete disregard of Truc’s employment with Spencer Stuart, and duty of loyalty to Spencer Stuart, actively encouraged, induced, and persuaded Truc to breach his duty of loyalty to Spencer Stuart by, among other wrongful acts, (a) failing to devote his entire time, energy, attention, and loyalty to the business of Spencer Stuart, and (b) soliciting, encouraging, or inducing Spencer Stuart employees to terminate their employment with Spencer Stuart in order to join Korn Ferry while Truc was still employed by Spencer Stuart.

160. As a recipient of the services of the former Spencer Stuart employees who were induced by Truc to leave Spencer Stuart’s employ in breach of Truc’s fiduciary duties, Korn Ferry has benefited from Truc’s breach of his fiduciary duties.

161. By reason of the foregoing, Korn Ferry has directly and proximately caused injury to Spencer Stuart, and Spencer Stuart has suffered, and continues to suffer, substantial injury as a result of Korn Ferry’s actions.

COUNT VIII
FRAUDULENT CONCEALMENT
(AGAINST TRUC ONLY)

162. Spencer Stuart realleges and restates paragraphs 1–161 as if fully restated herein.

163. When resigning from his Spencer Stuart employment, Truc represented to Spencer Stuart that he was going to work for The Automotive Client, and that he would not be working for a competitor of Spencer Stuart.

164. Truc intentionally, willfully, or recklessly failed to disclose and/or concealed material facts that he was only joining The Automotive Client in order to induce Spencer Stuart to not elect to enforce his non-competition obligations, at which time he was intending to and did in fact join Spencer Stuart's direct competitor, Korn Ferry.

165. By expressly raising the issue of his future employment and disclaiming any intention of working for a competitor, while actively concealing his intent to work for Korn Ferry, Truc breached his duty to reveal all material facts of which he had notice or actual knowledge, in order not to deceive or to mislead Spencer Stuart. Truc's concealment of such material information concerning his future employment at Korn Ferry constitutes material and actionable concealment.

166. Truc engaged in this course of active concealment for the purpose of misleading Spencer Stuart and to induce it to not enforce his covenant not to compete, despite Truc's duty to disclose all material information about his future employment plans.

167. Truc knew and had reason to know that he omitted material facts from Spencer Stuart and that Spencer Stuart had no way to determine the truth behind the concealments and omissions of material fact concerning Truc's future Korn Ferry employment.

168. The facts concealed by Truc about his future Korn Ferry employment were material in that Spencer Stuart would have considered them important in deciding whether to enforce the non-compete against Truc.

169. Spencer Stuart reasonably and justifiably relied on Truc's nondisclosures of material facts about his impending employment at Korn Ferry. As a result of such reliance, Spencer Stuart declined to elect to enforce Truc's non-compete to protect its legitimate business interests.

170. Had Spencer Stuart been aware of Truc's intention to work for Korn Ferry in its Global Automotive Practice, it would have elected to enforce Truc's non-competition obligations at the time of his resignation as set forth in Truc's Protective Agreement.

171. As a direct and proximate result of Truc's fraudulent concealment, Spencer Stuart has suffered and will continue to suffer substantial injuries and damages for which Spencer Stuart is entitled to recovery.

COUNT IX
CIVIL CONSPIRACY
(AGAINST KORN FERRY AND TRUC)

172. Spencer Stuart realleges and restates paragraphs 1–171 as if fully restated herein.

173. Truc and Korn Ferry knowingly, intentionally, and recklessly conspired to conceal, suppress, and hide Truc's Korn Ferry impending employment in order to induce Spencer Stuart not to elect to enforce Truc's non-compete at the time of Truc's resignation.

174. Spencer Stuart reasonably and justifiably relied on Truc's and Korn Ferry's concealment, suppression, and omission of these material facts when, to its detriment, it did not elect to enforce Truc's non-competition obligations at the time of his resignation.

175. Truc and Korn Ferry knowingly, intentionally, or recklessly conspired to raid the employees in Spencer Stuart's Automotive Global Practice in violation of Truc's contractual and fiduciary duties and have, as a result of such conspiracy, successfully recruited employees from Spencer Stuart's employ.

176. Throughout the time relevant to this Complaint, Truc and Korn Ferry knowingly, intentionally, or recklessly conspired to divert clients from Spencer Stuart to Korn Ferry in violation of Truc's contractual and fiduciary duties and, upon information and belief, have successfully diverted clients from Spencer Stuart.

177. As a result of the conspiracy and acts in furtherance of the conspiracy, Spencer Stuart has been damaged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Spencer Stuart respectfully requests that this Court:

(i) Enjoin Truc, and anyone acting in concert with him, from using, copying, analyzing, or disseminating Spencer Stuart's confidential and proprietary information in any fashion;

(ii) Enjoin Truc, and anyone acting in concert with him, from, directly or indirectly, soliciting, encouraging, or advising any Spencer Stuart employee to leave the employ of Spencer Stuart in violation of the contractual obligations Truc owes to Spencer Stuart contained in the Truc Protective Agreement with Spencer Stuart;

(iii) Enjoin Truc, and anyone acting in concert with him, from, directly or indirectly, soliciting or enticing away any person, partnership, corporation, or other entity that was a client or prospective client in violation of the contractual obligations Truc owes Spencer Stuart as contained in the Truc Protective Agreement with Spencer Stuart;

(iv) Enjoin Truc from rendering any services, directly or indirectly, as an employee, officer, consultant or in any other capacity, to Korn Ferry, in violation of the contractual obligations Truc owes Spencer Stuart as contained in the Truc Protective Agreement with Spencer Stuart;

(v) Enjoin Korn Ferry, its officers, agents, servants, employees, and attorneys, and those acting in concert with them, from aiding or abetting or causing Truc to violate the contractual obligations he owes to Spencer Stuart as contained in the Truc Employee Agreement and Truc Protective Agreement;

(vi) Order Truc to return any and all copies, reproductions, summaries, or notes made from any confidential or proprietary information that came into his possession through his employment with Spencer Stuart, or obtained by him thereafter;

(vii) Order Truc to forfeit all of the compensation he received from Spencer Stuart during the period of time he breached his duty of loyalty to Spencer Stuart;

(viii) Award Spencer Stuart compensatory, incidental, consequential, and punitive damages in an amount to be determined at trial;

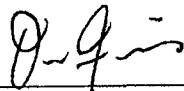
(ix) Award Spencer Stuart its costs and expenses, including attorneys' fees and costs; and

(x) Grant Spencer Stuart such other and further relief as the Court deems just and proper.

Dated: March 29, 2017

Respectfully submitted,

SSI (US), INC., D/B/A/ SPENCER STUART

By: 
One of Its Attorneys

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

SSI (US), INC., d/b/a SPENCER STUART, a)
Delaware Corporation,)
)
Plaintiff,)
)
v.)
)
FRANÇOIS P. TRUC and KORN/FERRY)
INTERNATIONAL, a Delaware Corporation,)
)
Defendants.)

2017CH04510
CALENDAR/ROOM 07
TIME 00:00
No Injunction

MOTION FOR APPOINTMENT OF SPECIAL PROCESS SERVER

SSI (US), Inc., d/b/a Spencer Stuart (“Spencer Stuart”), through its undersigned attorneys, moves this Court, pursuant to 735 ILCS 5/2-202, for leave to serve Defendants François P. Truc and Korn/Ferry International by a private process server. In support of this motion, Spencer Stuart states as follows:

1. Spencer Stuart seeks the appointment of ATG LegalServe Inc. (“ATG”), 105 West Adams Street, Suite 1350, Chicago, Illinois 60603, PERC No. 117.001494, as special process server in this case.

2. ATG is not a party to this action and will use a process server over the age of 18.

3. Exigent circumstances exist for the appointment of a special process server. Specifically, as set forth more fully in the Complaint for Injunctive and Other Relief filed simultaneously herewith, Truc, in coordination with Korn Ferry, is in breach of his non-competition and non-solicitation obligations to Spencer Stuart as part of a systematic, concerted, and unlawful effort to dismantle Spencer Stuart’s Global Automotive Practice and move that business to Korn Ferry.

2017 MAR 9 11:12:18
CLERK OF COURT
CHANCERY DIVISION

4. Based upon the foregoing, it is imperative that Spencer Stuart proceed quickly and, if at all possible, avoid any delay which may otherwise occur should service of process be attempted through the office of the Sheriff.

5. Service of the summons and the Complaint will be in accordance with the Illinois Code of Civil Procedure and Illinois Supreme Court Rules.

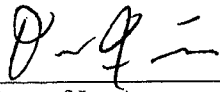
6. Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth herein are true and correct or on information and belief, certifies that he believes the same to be true.

WHEREFORE, Spencer Stuart requests that its motion be granted.

Dated: March 29, 2017

Respectfully submitted,

SSI (US), INC., D/B/A/ SPENCER STUART

By: 
One of Its Attorneys

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WINSTON & STRAWN LLP (Firm No. 90875)
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600
(312) 558-5700 (fax)

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
Summons - Alias Summons

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication

(12/31/15) CCG N001

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

SSI (US), INC., d/b/a SPENCER STUART
(Name all parties)

v.

FRANÇOIS P. TRUC and KORN/FERRY INTERNATIONAL

No. _____

2017CH04510
CALENDAR/ROOM 07
TIME 00:00
Injunction

SUMMONS ALIAS SUMMONS

To each Defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Richard J. Daley Center, 50 W. Washington, Room <u>802</u> , Chicago, Illinois 60602 | | |
| <input type="checkbox"/> District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077 | <input type="checkbox"/> District 3 - Rolling Meadows
2121 Euclid 1500
Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood
Maybrook Ave.
Maywood, IL 60153 |
| <input type="checkbox"/> District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455 | <input type="checkbox"/> District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428 | <input type="checkbox"/> Child Support: 50 W.
Washington, LL-01,
Chicago, IL 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the Officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

Atty. No.: 90875
Name: Daniel J. Fazio, Winston & Strawn LLP
Atty. for: Plaintiff, SSI (US), Inc., d/b/a Spencer Stuart
Address: 35 W. Wacker Drive
City/State/Zip Code: Chicago, Illinois 60601
Telephone: (312) 558-5600
Primary Email Address:
dfazio@winston.com
Secondary Email Address(es):
tkirsch@winston.com; jmotto@winston.com
bostrander@winston.com; jrjimon@winston.com

Witness: **DOROTHY BROWN** MAR 29 2017

DOROTHY BROWN, Clerk of Court

Date of Service: _____
(To be inserted by officer on copy left with Defendant or other person)

**Service by Facsimile Transmission will be accepted at:

(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

SSI (US), INC., d/b/a SPENCER
STUART, a Delaware Corporation,

Plaintiff,

v.

FRANÇOIS P. TRUC and KORN/FERRY
INTERNATIONAL, a Delaware
Corporation,

Defendants.

Hon. Diane J. Larsen

Case No. 2017-CH-04510

AGREED ORDER OF DISMISSAL

This matter coming to be heard on the parties' Stipulation of Dismissal With Prejudice,
due notice having been given, and the Court being duly advised in the premises:

IT IS HEREBY ORDERED:

This cause is dismissed with prejudice and without costs by agreement of the parties.

Date: _____

Entered: _____

Diane Joan Larsen

Judge Diane J. Larsen

ORDER PREPARED BY:
WINSTON & STRAWN LLP
35 W. Wacker Dr.
Chicago, IL 60601

